

## DEFENSE

### Research and Development

**Memorandum of Understanding Between the  
UNITED STATES OF AMERICA  
and OTHER GOVERNMENTS**

Signed at Washington, London, Paris, and Brunssum  
February 6, February 14, and April 28, 2003,  
and December 2, 2005

*and*

Agreements Amending the Memorandum of Understanding

Signed at Canberra, Arlington, London, Bagneux,  
Ankara, and Washington July 2, August 25, September 7,  
October 23, December 8, and December 23, 2009

*and*

Signed at Washington, Brunssum, Seoul, London,  
Canberra, Ankara, and Bagneux February 7, March 8,  
March 20, April 15, July 30, and November 12, 2013,  
and March 14, 2014



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966  
(80 Stat. 271; 1 U.S.C. 113)—

“...the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

## MULTILATERAL

### Defense: Research and Development

*Memorandum of understanding signed at  
Washington, London, Paris, and Brunssum  
February 6, February 14, and April 28, 2003, and  
December 2, 2005;*

*Entered into force December 2, 2005.*

*And agreements amending the memorandum of  
understanding.*

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Ankara, and Washington July 2, August 25,  
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December 23, 2009;*

*Entered into force December 23, 2009.*

*And signed at Washington, Brunssum, Seoul,  
London, Canberra, Ankara, and Bagneux  
February 7, March 8, March 20, April 15,  
July 30, November 12, 2013, and March 14, 2014;  
Entered into force March 14, 2014.*

**MEMORANDUM OF UNDERSTANDING**

**AMONG**

**THE MINISTER OF DEFENSE**

**OF THE FRENCH REPUBLIC**

**THE SECRETARY OF STATE FOR DEFENCE OF THE UNITED KINGDOM**

**OF GREAT BRITAIN AND NORTHERN IRELAND**

**THE SECRETARY OF DEFENSE ON BEHALF OF THE**

**DEPARTMENT OF DEFENSE**

**OF THE UNITED STATES OF AMERICA**

**and**

**THE NATO AEW&C PROGRAMME MANAGEMENT AGENCY GENERAL  
MANAGER ON BEHALF OF THE NATO AEW&C PROGRAMME  
MANAGEMENT ORGANISATION**

**Concerning**

**PROJECTS FOR THE E-3 AEW&C FLEETS**

**Dated \_\_\_\_\_**

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## **INTRODUCTION**

**The Minister of Defense of the French Republic, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, the Secretary of Defense on behalf of the Department of Defense of the United States of America, and the NATO AEW&C Programme Management Agency (NAPMA) General Manager on behalf of the NATO AEW&C Programme Management Organisation (NAPMO), hereinafter referred to as the "Participants",**

**Having a common interest in defense;**

**Recognizing the benefits to be obtained from rationalization, standardization and interoperability of military equipments;**

**Recognizing that the Participants have a mutual need to conduct studies; Research, Development, Test and Evaluation (RDT&E); production and support activities to satisfy common requirements; and**

**Seeking to make the best use of resources, eliminate unnecessary duplication of work, and obtain the most efficient and cost-effective results through cooperation in E-3 AEW&C Fleets;**

**Have reached the following understanding:**

## **SECTION 1**

### **DEFINITIONS AND ABBREVIATIONS**

**1.1 The Participants have decided upon the following definitions for terms used in this Memorandum Of Understanding (MOU). For purposes of this MOU, the words "national" and "government" will include NAPMO, an integral part of the International Organization, NATO:**

<b>Classified Information</b>	<b>Official information that requires protection in the interests of national security by a national security authority and has been so designated by the application of a security classification. This information may be in oral, visual, magnetic or documentary form or in the form of equipment or technology.</b>
<b>Collocated Project Personnel</b>	<b>Project Personnel of a Contributing Participant assigned and located in another Contributing Participant's facility in furtherance of a Project.</b>
<b>Contract</b>	<b>Any mutually binding legal relationship, which obligates a Contractor to furnish supplies or services, and obligates one or more of the Participants to pay the Contractor.</b>
<b>Contracting</b>	<b>The obtaining of supplies or services required by the Participants under Contract. Contracting includes description of supplies and services required, solicitation of bids and selection of sources, preparation and award of Contracts, and all phases of Contract administration.</b>
<b>Contracting Officer</b>	<b>A person representing a contracting agency or office of a Participant who has the authority to enter into, administer, or terminate Contracts.</b>
<b>Contractor</b>	<b>Any entity awarded a Contract under a Project. The term includes sub-contractors at any level.</b>
<b>Contributing Participant</b>	<b>Those Participants who are signatories to a particular Project Arrangement (PA) to this MOU.</b>

<b>Controlled Unclassified Information</b>	Unclassified information (e.g., proprietary, source selection or commercially sensitive, export controlled information) to which access or distribution limitations have been applied in accordance with applicable national laws or regulations. Such information provided or generated under this MOU will be marked to identify its "in confidence" nature. It could include information, which has been declassified, but remains controlled.
<b>Defense Purposes</b>	Manufacture or other use in any part of the world by or for the military forces of any Participant.
<b>Designated Security Authority</b>	The security office approved by national authorities to be responsible for the security aspects of this MOU.
<b>Financial Costs</b>	Project costs met with monetary contributions.
<b>Host Organization</b>	The establishment of the Host Participant to which Collocated Project Personnel are assigned for duty pursuant to this MOU.
<b>Host Participant</b>	The Participant to which the Host Organization belongs.
<b>National Equipment</b>	Any material, equipment, end item, subsystem, component, special tooling or test equipment provided by a Participant for use in a Project or under this MOU.
<b>Non- Financial Costs</b>	Project costs met with non-monetary contributions.
<b>Parent Organization</b>	The establishment of the Parent Participant to which the Project Personnel belong.
<b>Parent Participant</b>	The Participant to which the Parent Organization belongs.



<b>Patent</b>	<b>Legal protection of the right to exclude others from making, using, or selling an invention. The term refers to any and all types of Patents including, but not limited to, Patents of implementation, improvement or addition, petty Patents, utility models, appearance design Patents, registered designs, and inventor certificates or like statutory protection as well as divisions, reissues, continuations, renewals, and extensions of any of these.</b>
<b>Project</b>	<b>Specific collaborative activities described in a Project Arrangement.</b>
<b>Project Arrangement</b>	<b>An implementing arrangement under this MOU, which specifically details the terms of collaboration on a specific Project.</b>
<b>Project Background Information</b>	<b>Information not generated in the performance of a Project.</b>
<b>Project Equipment</b>	<b>Any material, equipment, end item, subsystem, component, special tooling or test equipment jointly acquired for use in a Project.</b>
<b>Project Foreground Information</b>	<b>Information generated in the performance of a Project.</b>
<b>Project Information</b>	<b>Any information provided to, generated in, or used in a PA, regardless of form or type, including, but not limited to, that of a scientific, technical, business, or financial nature, and also including photographs, reports, manuals, threat data, experimental data, test data, designs, specifications, processes, techniques, inventions, drawings, technical writings, sound recordings, pictorial representations, and other graphical presentations, whether in magnetic tape, computer memory, or any other form and whether or not subject to copyright, Patent, or other legal protection.</b>
<b>Project Invention</b>	<b>Any invention or discovery formulated or conceived in the course of work performed under a PA.</b>
<b>Project Plan</b>	<b>A plan which provides a description of the Project's delivery requirements and milestones</b>

**Third Party** For purpose of this MOU, any government other than that of a Participant, and any person or other entity whose government is not the government of a Participant. For the purposes of this MOU, NATO AEW&C Force Command, NAMSA, and Contractors of any NAPMO nation under Contract to NAPMA in support of this MOU are not Third Parties.

**1.2 The following abbreviations are used in this MOU:**

<b>AEW&amp;C</b>	<b>Airborne Early Warning and Control</b>
<b>DSA</b>	<b>Designated Security Authority</b>
<b>EA</b>	<b>Executive Agent</b>
<b>FMPD</b>	<b>Financial Management Procedure Document</b>
<b>GOSG</b>	<b>General Officer Steering Group</b>
<b>NAMSA</b>	<b>NATO Maintenance and Supply Agency</b>
<b>NATO</b>	<b>North Atlantic Treaty Organization</b>
<b>PA</b>	<b>Project Arrangement</b>
<b>RDT&amp;E</b>	<b>Research, Development, Test and Evaluation</b>

## **SECTION 2**

### **OBJECTIVES**

**2.1 The objectives of this MOU are to define and establish the general principles that will apply to the initiation, conduct, and management of cooperative Projects as well as provide a tool for the Participants to expedite the processing of cooperative arrangements. Two or more Participants of this MOU must consent to cooperate on a Project in order to establish a PA for that Project. The Participants may use this MOU to cooperate through various approaches, to include but not limited to discrete work packages and joint funding to achieve Project objectives.**

**2.2 A separate PA will be established for each Project that is chosen. The provisions of this MOU are incorporated by reference in each PA. Each PA will include, as a minimum, provisions concerning the objectives, scope of work, sharing of tasks, management, financial arrangements, special contracting provisions (if required), security classification, and other provisions as required, using the format attached as Annex A to this MOU.**

## **SECTION 3**

### **SCOPE OF WORK**

**3.1 The scope of work for Projects under this MOU will include cooperation on any mutually approved joint activity, such as studies, RDT&E, production and support that will sustain or enhance the capabilities of the Participants' respective E-3 fleets.**

**3.2 Any Participant may make unique improvements to its own E-3 aircraft at its own expense outside of this MOU. If the potential exists for a Project, the initiating Participant will endeavor to notify the other Participants in sufficient time to allow the latter to determine whether they wish to participate in the Project. In such cases, every effort will be made to foster common solutions for the Participants' E-3 fleets. Under a Project, a Participant will bear sole responsibility for any unique improvement not adopted by the other Participants.**

## **SECTION 4**

### **MANAGEMENT (ORGANIZATION AND RESPONSIBILITY)**

**4.1 This MOU will be directed and administered on behalf of the Participants by Executive Agents (EAs). The following, or equivalent in the event of reorganization, are designated as the EAs: DGA/DSA/SPAe (French Participant); DEC[ISTAR] (UK Participant) ;AFPEO/C2&CS (US Participant) ; NAPMA/GM (NAPMO Participant). As appropriate, the EAs should take advantage of existing fora, such as the General Officer Steering Group (GOSG), to discuss proposed and ongoing PAs.**

**4.2 For MOU matters, the EAs will be specifically responsible for:**

**4.2.1 Monitoring the implementation of this MOU;**

**4.2.2 Determining participation in a proposed Project;**

**4.2.3 Reviewing and forwarding to the anticipated PA Contributing Participants for approval of PAs in accordance with this MOU and national policies and procedures;**

**4.2.4 Reviewing and forwarding to the Participants for approval, amendments to this MOU in accordance with this MOU and national policies and procedures.**

**4.3 For PAs, the EAs of the Contributing Participants or their designated representatives will be specifically responsible for:**

**4.3.1 Appointing Project Officers (PO) for a PA;**

**4.3.2 Approving the PA Project Plan, the PA Financial Management Procedures Document (FMPD) and all subsequent changes to the thresholds.**

**4.3.3 Monitoring overall implementation, including Project risk, technical, cost, and schedule performance against requirements in the approved PA Project Plan;**

**4.3.4 Approving plans to manage and control the transfer of National Equipment provided by a Participant in accordance with Section 7 (Equipment) of this MOU;**

**4.3.5 Approving plans to manage and control the disposal of Project Equipment in accordance with Section 7 (Equipment) of this MOU;**

**4.3.6 Maintaining oversight of the security aspects of the PA and information disclosure aspects of the Projects, to include obtaining approval of the Project Security Instruction and Classification Guide and all subsequent changes from the appropriate Designated Security Authorities;**

**4.3.7 Approving, after having secured appropriate national approval, amendments to PAs in accordance with Section 18 (Amendment, Withdrawal, Termination, Entry into Effect and Duration) of this MOU;**

**4.3.8 Monitoring Third Party Sales and Transfers authorized in accordance with Section 12 (Third Party sales and transfers) of this MOU;**

**4.3.9 Resolving issues brought forth by the POs. Pending resolution of the issue, the approved PA Project Plan will continue to be implemented without interruption unless otherwise decided by the Contributing Participants.**

**4.3.10 Arranging assignment of personnel, as appropriate, to another Contributing Participant's facilities to assist in a Project, with the concurrence of the Host Participant in accordance with paragraph 4.5 of this MOU.**

**4.3.11 Providing recommendations to the Contributing Participants for the addition of any new Contributing Participant.**

**4.4 The POs will have primary responsibilities for development, effective implementation, efficient management and direction of their assigned PA. The POs will be particularly responsible for:**

**4.4.1 Managing Project risk, technical, cost, and schedule performance against requirements;**

**4.4.2 Developing for approval and implementing approved plans to manage and control National Equipment provided by a Contributing Participant in accordance with Section 7 (Equipment) of this MOU;**

**4.4.3 Developing for approval and implementing approved plans for disposal of Project Equipment in accordance with Section 7 (Equipment) of this MOU;**

**4.4.4 Developing and ensuring compliance with the Project Security Instruction and Classification Guide for Projects involving Classified Information;**

**4.4.5 Reporting status and activity of their assigned PAs to the EAs, as appropriate; 4.4.6 Developing and forwarding for approval to the EAs, within one (1) month of entry into effect of the PA, a Financial Management Procedures Document (FMPD) when required; and**

**4.4.7 Submitting to the EAs for approval of changes that affect cost, schedule or performance thresholds as defined in the PA Project Plan.**

#### **4.5 Project Personnel.**

**4.5.1 Any Contributing Participant may assign Project personnel to assist in a Project as determined in a PA:**

- a) to another Contributing Participant's facilities in accordance with Section 15 (Collocated Project Personnel) of this MOU;**
- b) to remain within the Contributing Participant's facilities.**

## **SECTION 5**

### **FINANCIAL PROVISIONS**

**5.1 This MOU creates no financial or non-financial commitments. Commitments and detailed descriptions of the financial arrangements for a specific Project, including, at a minimum, the total cost of the Project and each Contributing Participant's maximum cost, will be contained in the corresponding PA.**

**5.2 Under each PA, each Contributing Participant will contribute its equitable share of the full Financial and Non-Financial Costs (e.g., salaries, travel, and per diem (subsistence) costs for its personnel) incurred in performing, managing, and administering its responsibilities, including overhead costs, administrative costs, and costs of claims, and each Contributing Participant will receive an equitable share of the results, as defined in the PA. The tasks to be performed by each Contributing Participant will be established in each PA. Each Contributing Participant will make its best effort to perform, or have performed, work specified in each PA within the costs specified in the PA unless otherwise approved by the Contributing Participants by amendment to the PA.**

**5.3 Each Contributing Participant will promptly notify the other Contributing Participants if available financial and/or non-financial resources are inadequate to fulfill its obligations, and will immediately consult on the course of action to be taken with a view toward continuation on a changed or reduced basis or, if necessary, withdraw in accordance with Section 18, (Amendment, Withdrawal, Termination, Entry into Effect and Duration) of this MOU.**

**5.4 For Projects where any Contributing Participant contracts on behalf of all Contributing Participants, the POs will be responsible for establishing the detailed financial management procedures, prior to any transfer of funds between the Contributing Participants, to include the estimated schedule of financial contributions, under which the Project will operate. Such procedures will be detailed in a FMPD proposed by the POs and subject to the approval of the Contributing Participants' EAs.**

**5.5 The Contributing Participants may jointly decide that it is necessary for one Contributing Participant to incur contractual or other obligations for the benefit of all Contributing Participants prior to the receipt of all Contributing Participants' funds. The other Contributing Participants will pay their equitable share of such obligations and make funds available in such amounts at such times as may be required by the obligations, and pay the same equitable share of any damages and costs that may accrue from the performance of or cancellation of the Contract or other obligations in advance of the time such payments, damages, or costs are due.**

**5.6 Each Contributing Participant to a PA will be responsible for audit of procurement activity carried out by it, in accordance with its own national practices. For PAs where funds are transferred from one or more Contributing Participants to another Contributing Participant, the receiving Contributing Participant will be responsible for audit regarding administration of the other Contributing Participant's funds in accordance with its national practices. Any audit reports of such funds will be made available by the receiving Contributing Participants to the other Contributing Participant(s).**

## **SECTION 6**

### **CONTRACTING PROVISIONS**

**6.1 Each Contributing Participant will contract in accordance with its respective national laws, regulations and procedures. The Contracting Officer will be the exclusive source for providing contractual direction and instructions to Contractors.**

**6.2 When one Contributing Participant contracts to perform its assigned task under a PA, it will be solely responsible for its own Contracting, and nothing in the Contract will specify any liability for the other Contributing Participants without their written consent.**

**6.3 When any Contributing Participant contracts on behalf of all Contributing Participants for tasks under the PA, such contractual arrangements will be detailed in the particular PA. If an international organization is tasked to contract for and on behalf of the Contributing**

Participants, under a PA, the contractual arrangements and liabilities will be defined in that PA. The POs will be responsible for the coordination of activities relating to this MOU and its PAs and will cooperate with the Contracting Officer in the areas of Contract procedures, Contract negotiation, evaluation of offers, and Contract award. The Contracting Officer will also keep the POs advised of all financial arrangements with Contractors.

6.4 For all Contracting activities performed by a Contributing Participant in accordance with paragraph 6.3, the POs will be involved in developing Contracts and will be provided a copy of all solicitations of bids prior to their release.

6.5 Each Contributing Participant will negotiate to obtain the rights to use and disclose Project Information required by Section 8 (Disclosure and Use of Project Information) of this MOU. Each Contributing Participant will insert into its prospective Contracts (and require its Contractors to insert in subcontracts) suitable provisions to satisfy the requirements of this MOU and the PA, including Section 7 (Equipment), Section 8 (Disclosure and Use of Project Information), Section 9 (Controlled Unclassified Information), Section 11 (Security) and Section 12 (Third Party Sales and Transfers) of this MOU. During the Contracting process, each Contributing Participant's Contracting Officer will advise prospective Contractors of their obligation to notify the Contracting Officer immediately if they are subject to any license or arrangement that will restrict that Contributing Participant's freedom to disclose information or permit its use. The Contracting Officer will also advise prospective Contractors to employ their best efforts not to enter into any new arrangement that will result in restrictions.

6.6 In the event a Contributing Participant is unable to secure adequate rights to use and disclose Project Information as required by Section 8 (Disclosure and Use of Project Information), or is notified by Contractors or potential Contractors of any restrictions on the disclosure and use of information, that Contributing Participant's PO will notify the other Contributing Participants' POs of the restriction(s). The Contributing Participants' POs will determine the appropriate course of action.

6.7 Each Contributing Participant will promptly advise the other Contributing Participants of any program risks, potential cost growth, schedule delay or other performance problems of any PA Contract for which its Contracting Officer is responsible.



## **SECTION 7**

### **EQUIPMENT**

#### **National Equipment**

**7.1 For the purpose of carrying out this MOU and its PAs, each Participant may loan, in accordance with its national rules, regulations and procedures, to the other Participant(s) National Equipment necessary for this MOU or a Project.**

**7.2 The providing Participant will furnish the receiving Participant(s) technical information as necessary to enable use, inspection, maintenance, and repair of the National Equipment. National Equipment will remain the property of the providing Participant. In addition, except as provided in the PA, the Receiving Participant will be responsible for the cost of maintaining National Equipment in good order, repair, and operable condition. The receiving Participant will return it in operable condition and in as good condition as received, normal wear and tear excepted, unless the providing Participant has approved the expenditure or consumption of National Equipment. Such expenditure or consumption will be without reimbursement to the providing Participant. The receiving Participant will bear the cost of any damage to, other than normal wear and tear, or loss of National Equipment loaned to it that is not approved for expenditure or consumption. Under a PA, when the receiving Contributing Participant is acting on behalf of all the Contributing Participants, the cost of damage or loss will be borne by all the Contributing Participants, except in case of reckless acts or reckless omissions, wilful misconduct or gross negligence by the receiving Contributing Participant, in which case, the cost of any damage or loss will then be borne by that receiving Contributing Participant alone. The replacement cost for the loss of National Equipment will be computed pursuant to the providing Participants national laws and regulations. In no event will such cost exceed replacement cost less an amount determined to represent reasonable wear and tear for the loan period.**

**7.3 PAs will list the National Equipment to be loaned, if any, and provide the specific terms for the loan. National Equipment identified at the time of PA signature will be set out in the PA as shown in Annex A to this MOU. National Equipment that cannot be identified at the time of PA signature will be documented in a list to be developed and maintained by the POs in the format at Section 12 (Equipment) of Annex A of this MOU. Approval for all loans will be in accordance with national rules, regulations and procedures.**

**7.4 The providing Participants will furnish the National Equipment in a serviceable and usable condition according to the defined purpose. However, the providing Participant makes no warranty or guarantee of fitness of the National Equipment for a particular purpose or use, and makes no commitment to alter, improve, or adapt the National Equipment or any part thereof.**

**7.5 The providing Participant will transfer the National Equipment for the loan period. Under a PA, the duration may not exceed the effective period of that PA.**

**7.6 The providing Participant will deliver, and claim delivery expenses as part of its contribution, the National Equipment to the receiving Participant(s) at the location(s) mutually determined. Possession of the National Equipment will pass from the providing Participant to the receiving Participant(s) at time of receipt. Any further transportation is the responsibility of the receiving Participant(s) as part of its contribution.**

**7.7 The receiving Participant will inspect and inventory the National Equipment upon receipt. The receiving Participant will also inspect and inventory the National Equipment prior to its return, unless the National Equipment is to be expended or consumed.**

**7.8 Upon expiration or termination of the loan period, taking into account any mutually approved extension, the receiving Participant will return the National Equipment, as part of its contribution to the providing Participant at the location mutually determined. The receiving Participant will provide written notice of consumption or expenditure of National Equipment approved for such consumption or expenditure. In the event the intended consumption or expenditure does not occur, the receiving Participant will return the National Equipment as described above.**

#### **Project Equipment**

**7.9 Project Equipment which is jointly acquired for use under a PA will be disposed of during the applicable Project or when the Project ends. Disposal of Project Equipment may include a transfer of the interest of the Contributing Participants in such Project Equipment to one Contributing Participant, or the sale of such Project Equipment to a third party in accordance with Section 12 (Third Party Sales and Transfers) of this MOU. The Contributing Participants will share the consideration from Project Equipment transferred or sold to a third party in the same ratio as costs are shared in the Project Equipment.**

**7.10 The Contributing Participants will ensure, by all reasonable means, the preservation of intellectual proprietary rights in National and Project Equipment.**

## **SECTION 8**

### **DISCLOSURE AND USE OF PROJECT INFORMATION**

#### **8.1 General.**

**8.1.1 The following provisions will apply to PAs unless the Contributing Participants decide specific provisions in a PA.**

**8.1.2 The Contributing Participants recognize that successful collaboration depends on full and prompt exchange of information necessary to develop and carry out each PA and the use of its results. The nature and amount of Project Information to be acquired will be in accordance with Section 2 (Objectives), Section 6 (Contracting Provisions) and the PAs to this MOU. Subject to the rights the Contributing Participants are accorded under this MOU, title to Project Foreground Information generated by a Contributing Participant or its Contractor will reside in that Contributing Participant or its Contractors, in accordance with that Contributing Participant's laws and regulations. Title to Project Background Information will not be affected by this MOU and its PAs.**

**8.1.3 Notwithstanding the provisions of paragraph 8.3 and 8.5, Background Information may be exchanged for information purposes only for harmonizing the Participants' prospective Projects and for formulating, developing and negotiating PAs under this MOU. Such information may not be used for any other purpose by the receiving Participants or transferred to a Third Party without the prior written consent of the providing Participant.**

**8.1.4 Each Participant will take all lawful steps available to it to keep information received or generated in confidence under this MOU and its PAs, free from disclosure under any legislative provision, unless the other Participant(s) consents to such disclosure. If it becomes probable that information may have to be disclosed under such provision, immediate notification will be given to the other Participant(s). To assist in providing the desired protection, each Participant will mark information provided to the others in confidence with a legend indicating the Participant of origin, the security classification, the conditions of release and the fact that the information is provided in confidence.**

#### **8.2 Government Project Foreground Information**

**8.2.1 Disclosure:** Project Foreground Information generated in the performance of the Project by a Contributing Participant's military or civilian employees will be disclosed promptly and without charge to all Contributing Participants.

**8.2.2 Use:** Each Contributing Participant may use all Government Project Foreground Information without charge for Defense Purposes. The Contributing Participant generating Government Project Foreground Information will also retain its rights of use thereto. Any sale or other transfer to a Third Party will be subject to the provisions of Section 12 (Third Party Sales and Transfers) of this MOU.

### **8.3 Government Project Background Information**

**8.3.1 Disclosure:** Each Contributing Participant, upon request, will disclose to all Contributing Participants any relevant Government Project Background Information generated by its military or civilian employees outside the scope of this MOU, provided that:

**8.3.1.1** Such Government Project Background Information is necessary to or useful in the Project, with the Contributing Participant in possession of the information determining whether it is "*necessary to*" or "*useful in*" the Project;

**8.3.1.2** Such Government Project Background Information may only be made available without incurring liability to holders of proprietary rights; and

**8.3.1.3** Disclosure will be consistent with national disclosure policies and regulations of the furnishing Contributing Participant.

**8.3.2 Use:** Government Project Background Information disclosed by one Contributing Participant to the other Contributing Participants may be used without charge by or for the other Contributing Participants for Project purposes only; however, the furnishing Contributing Participant will retain all its rights with respect to such Government Project Background Information.

### **8.4 Contractor Project Foreground Information**

**8.4.1 Disclosure:** Contractor Project Foreground Information generated and delivered by Contractors to a Contributing Participant, will be disclosed promptly and without charge to all Contributing Participants.

**8.4.2 Use:** Each Contributing Participant may use without charge for its Defense Purposes all Contractor Project Foreground Information generated and delivered by Contractors of the other Contributing Participant(s). The Contributing Participant whose Contractors generate

and deliver Contractor Project Foreground Information will also retain rights of use thereto in accordance with the applicable Contract(s). Any sale or other transfer to a Third Party of Contractor Project Foreground Information will be subject to the provisions of Section 12 (Third Party Sales and Transfers) of this MOU.

## **8.5 Contractor Project Background Information**

**8.5.1 Disclosure:** Any Contractor Project Background Information, (including information subject to proprietary rights) generated and delivered by Contractors or other entities under Contracts awarded by a Contributing Participant outside the scope of this MOU will be made available to the other Contributing Participants provided the following conditions are met:

**8.5.1.1** Such Contractor Project Background Information is necessary to or useful in the Project, with the Contributing Participant in possession of the information determining whether it is "necessary to" or "useful in" the Project;

**8.5.1.2** Such Contractor Project Background Information may only be made available without incurring liability to holders of proprietary rights; and

**8.5.1.3** Disclosure will be consistent with national disclosure laws and regulations of the providing Contributing Participant.

**8.5.2 Use:** Project Background Information provided by one Contributing Participant's Contractors and disclosed to the other Contributing Participants may be used without charge by or for the other Contributing Participants for Project purposes only, and may be subject to further restrictions by holders of proprietary rights; however, the providing Contributing Participant will retain all its rights with respect to such Contractor Project Background Information.

## **8.6 Alternative Uses of Project Information**

**8.6.1** The prior written consent of each Contributing Participant will be required for the use of Project Foreground Information for purposes other than those provided for in this MOU.

**8.6.2** Any Project Background Information provided by one Contributing Participant will be used by the other Contributing Participants only for the purposes set forth in this MOU, unless otherwise consented to in writing by the providing Contributing Participant.

**8.7** All Project Information subject to proprietary rights will be identified, marked and where unclassified, it will be handled as Controlled Unclassified Information in accordance with Section 9 (Controlled

Unclassified Information) of this MOU. All Project Information subject to proprietary rights will be so identified, marked and where classified, it will be handled as Classified Information in accordance with Section 11 (Security) of this MOU.

8.8 The provisions of the NATO Agreement on the Communication of Technical Information for Defence Purposes, done at Brussels on 19 October 1970, and the Implementing Procedures for the NATO Agreement on the Communication of Technical Information for Defence Purposes, approved by the North Atlantic Council on 1 January 1971, will apply to this MOU.

## **8.9 Patents**

8.9.1 Each Contributing Participant will include in all appropriate Contracts for the Project a provision governing the disposition of rights in regard to Project Inventions and Patent rights relating thereto, which either:

8.9.1.1 Provides that the Contributing Participant will hold title to all such Project Inventions together with the right to make Patent applications for the same, free of encumbrance from the Contractor concerned; or

8.9.1.2 Provides that the Contractor will hold title (or may elect to retain title) for such Project Inventions together with the right to make Patent applications for the same, while securing for the Contributing Participants a license for the Project Inventions, and any Patents thereto, on terms in compliance with the provisions of paragraph 8.9.2, 8.9.5 and 8.9.7 below.

8.9.2 In the event that a Contractor holds title (or elects to retain title) for any Project Invention, the Contracting Participant will secure for itself and the other Contracting Participants non-exclusive, irrevocable, royalty-free licenses under all Patents secured for that Invention, to practice or have practiced the patented Project Invention for Defence Purposes.

8.9.3 The provisions of subparagraphs 8.9.4 through 8.9.7 below will apply in regard to Patent rights for all Project Inventions made by the Contributing Participants' military or civilian employees, including those within Government-owned facilities, and for all Project Inventions made by Contractors for which the Contributing Contracting Participant holds title or is entitled to acquire title.

8.9.4 Where a Contributing Participant owns title to a Project Invention, or has the right to receive title to a Project Invention, that Contributing Participant will consult with the other Contributing Participant(s) regarding the filing of a Patent application(s) in one or more countries for

such Project Invention. The Contributing Participant which has or receives title to such Project Invention will, in other countries, file, cause to be filed, or provide the other Contributing Participant with the opportunity to file on behalf of the Contributing Participant holding title, or its Contractors, as appropriate, Patent applications covering that Project Invention. If a Contributing Participant having filed or caused to be filed a Patent application decides to stop prosecution of the application or maintenance of the Patent, that Contributing Participant will notify the other Contributing Participant(s) of that decision and permit the other Contributing Participant(s) to enable one or more of them to continue the prosecution or the maintenance.

**8.9.5 The Contributing Participants will be furnished with copies of Patent applications filed and Patents granted with regard to Project Inventions.**

**8.9.6 Each other Contributing Participant will acquire a non-exclusive, irrevocable, royalty-free license to practice or have practiced, by or on behalf of the Contributing Participant, throughout the world for Defense Purposes, any Project Invention.**

**8.9.7 Patent applications to be filed under this MOU which contain Classified Information will be protected and safeguarded in accordance with the NATO Agreement for the Mutual Safeguarding of Secrecy of Inventions Relating to Defense and for which Applications For Patents Have Been Made, done in Paris on 21 September 1960, and its Implementing Procedures.**

**8.9.8 Each Contributing Participant will notify the other Contributing Participant(s) of any Patent infringement claims made in its territory arising in the course of work performed under any PA. Insofar as possible, the other Contributing Participants will provide information available to them that may assist in defending the claim. Each Contributing Participant will be responsible for handling all Patent infringement claims made in its territory, and will consult with the other Contributing Participants during the handling, and prior to any settlement, of such claims. The Contributing Participants to a PA will share the costs of resolving Patent infringement claims in the same percentage as they share the full Financial Costs and Non-financial Costs of the Project. The Contributing Participants will, in accordance with their national laws and practices, give their authorization and consent for all use and manufacture in the course of work performed under the Project of any invention covered by a Patent issued in their respective countries.**

**8.9.9 Subject to any proprietary rights, Project Foreground Information will be released by a Contributing Participant to non-contributing Participant(s) as if it were a Third Party transfer pursuant to the provisions of Section 12 (Third Party Sales and Transfer) of this MOU.**

## **SECTION 9**

### **CONTROLLED UNCLASSIFIED INFORMATION**

**9.1 Except as otherwise provided in this MOU or as authorized in writing by the originating Participant, Controlled Unclassified Information provided or generated pursuant to a PA to this MOU will be controlled as follows:**

**9.1.1 Such information will be used only for the purposes authorized for use of Project Information as specified in Section 8 (Disclosure and Use of Project Information) of this MOU.**

**9.1.2 Access to such information will be limited to personnel whose access is necessary for the permitted use under paragraph 9.1.1, and will be subject to the provisions of Section 12 (Third Party Sales and Transfers) of this MOU.**

**9.1.3 Each Participant will take all lawful steps, which may include national classification, available to it to keep such information free from further disclosure (including requests under any legislative provisions), except as provided in paragraph 9.1.2, unless the originating Participant consents to such disclosure. In the event of unauthorized disclosure, or if it becomes probable that the information may have to be further disclosed under any legislative provision, immediate notification will be given to the originating Participant.**

**9.2 To assist in providing the appropriate controls, the originating Participant will ensure that Controlled Unclassified Information is appropriately marked. The Participants will decide, in advance and in writing, on the markings to be placed on the Controlled Unclassified Information.**

**9.3 Controlled Unclassified Information provided or generated pursuant to this MOU will be handled in a manner that ensures control as provided for in paragraph 9.1.**

**9.4 Prior to authorizing the release of Controlled Unclassified Information to Contractors, the Participants will ensure the Contractors are legally bound to control such information in accordance with the provisions of this Section.**

## **SECTION 10**

### **VISITS TO ESTABLISHMENTS**

**10.1 Each Participant will permit visits to its government establishments, agencies and laboratories, and Contractor industrial facilities by**



employees of the other Participants or by employees of the other Participants' Contractor(s), provided that the visit is authorized by the respective Participants and the employees have any necessary and appropriate security clearances and a need-to-know.

10.2 All visiting personnel will be required to comply with security regulations of the Host Participant. Any information disclosed or made available to visitors will be treated as if supplied to the Participant sponsoring the visiting personnel, and will be subject to the provisions of this MOU.

10.3 Requests for visits by personnel of one PA Participant to a facility of another Participant will be coordinated through official channels, and will conform with the established visit procedures of the host country. Requests for visits will cite this MOU and the appropriate PA as the basis for the request.

10.4 Lists of personnel of the Participants required to visit, on a continuing basis, facilities of the other Participants will be submitted through official channels in accordance with recurring international visit procedures.

## **SECTION 11**

### **SECURITY**

11.1 All Classified Information and material provided or generated pursuant to this MOU will be stored, handled, transmitted, and safeguarded by the Participants in accordance with their national security laws and regulations, provided such protection by the Participant is in a manner no less stringent than that provided for NATO Classified Information and material as set forth in the document "Security Within the North Atlantic Treaty Organization," CM(55)15(Final), of 15 October 1997, including all subsequent supplements and amendments.

11.2 Classified Information and material will be transferred only through official government-to-government channels or through channels approved by the Designated Security Authorities (DSAs) of the Participants. Such Classified Information and material will bear the level of classification, denote the country of origin, the conditions of release, and the fact that the information relates to this MOU and the applicable PA.

11.3 Each Participant will take all lawful steps available to it to ensure that Classified Information provided or generated pursuant to this MOU and any of its PAs is protected from further disclosure, except as provided by paragraph 11.8 of this MOU, unless the respective Participant consents to such disclosure. Accordingly, each Participant will ensure that:

**11.3.1 The recipient will not release the Classified Information to any government, national organization, or other entity of a Third Party without the prior written consent of the respective Participant in accordance with the procedures set forth in Section 12 (Third Party Sales and Transfers) of this MOU.**

**11.3.2 The recipient will not use the Classified Information for other than the purposes provided for in this MOU.**

**11.3.3 The recipient will comply with any distribution and access restrictions on information that is provided under this MOU and associated PAs.**

**11.4 The Participants will investigate all cases in which it is known or where there are grounds for suspecting that Classified Information provided or generated pursuant to this MOU and its PAs has been lost or disclosed to unauthorized persons. Each Participant also will promptly and fully inform the other Participants of the details of any such occurrences, and of the final results of the investigation and of the corrective action taken to preclude recurrences.**

**11.5 When a PA contains provisions for the exchange of Classified Information, the POs will prepare a Project Security Instruction and a Classification Guide. The Project Security Instruction and the Classification Guide will describe the methods by which Project Information and material will be classified, marked, used, transmitted, and safeguarded. The Instruction and Guide will be developed within three months after signature of the PA. They will be reviewed and forwarded to the appropriate DSAs for approval and will be applicable to all government and Contractor personnel participating in the Project. The Project Security Instruction and the Classification Guide will be approved by the appropriate DSAs prior to the transfer of any Classified or Controlled Unclassified Information. Each Classification Guide will be subject to regular review and revision with the aim of downgrading the classification whenever this is appropriate.**

**11.6 The DSA of a Participant that awards a classified Contract under this MOU will assume responsibility for administering within its territory security measures for the protection of the Classified Information, in accordance with its laws and regulations. Prior to the release to a Contractor, prospective Contractor, or subcontractor of any Classified Information received under this MOU, the DSAs will:**

**11.6.1 Ensure that such Contractor, prospective Contractor, or subcontractors and their facilities have the capability to protect the Classified Information adequately.**

**11.6.2 Grant a security clearance to the facilities, if appropriate.**

**11.6.3 Grant a security clearance for all personnel whose duties require access to Classified Information, if appropriate.**

**11.6.4 Ensure that all persons having access to Classified Information are informed of their responsibilities to protect the Classified Information in accordance with national security laws and regulations, and the provisions of this MOU.**

**11.6.5 Carry out periodic security inspections of cleared facilities to ensure that the Classified Information is properly protected.**

**11.6.6 Ensure that access to the Classified Information is limited to those persons who have a need-to-know for purposes of the MOU and associated PAs.**

**11.7 Contractors, prospective Contractors, or subcontractors which are determined by DSAs to be under financial, administrative, policy or management control of nationals or entities of a Third Party, may participate in a Contract or subcontract requiring access to Classified Information provided or generated pursuant to this MOU and any of its PAs only when enforceable measures are in effect to ensure that nationals or other entities of a Third Party will not have access to Classified Information. If enforceable measures are not in effect to preclude access by nationals or other entities of a Third Party, the respective Participant will be consulted for approval prior to permitting such access.**

**11.8 For any facility where Classified Information or material is to be used, the responsible Participant or Contractor will approve the appointment of a person or persons to exercise effectively the responsibilities for safeguarding at such facility the Classified Information or material pertaining to this MOU and its PAs. These officials will be responsible for limiting access to Classified Information or material involved in this MOU and its PAs to those persons who have been properly approved for access and have a need-to-know.**

**11.9 Each Participant will ensure that access to the Classified Information is limited to those persons who possess requisite security clearances and have a specific need for access to the Classified Information in order to participate in this MOU and its PAs.**

**11.10 Information or material provided or generated pursuant to this MOU and its PAs may be classified as high as Secret. The existence of this MOU is Unclassified and the contents are Unclassified. The classification of a specific PA and its content will be stated in the PA.**

## **SECTION 12**

### **THIRD PARTY SALES AND TRANSFERS**

**12.1 Each Contributing Participant will retain the right to sell, transfer title to, disclose, or transfer possession of Project Foreground Information which:**

**a) is generated solely by either that Contributing Participant or that Contributing Participant's Contractors in the performance of that Contributing Participant's work allocation under Section 3 (Scope of Work) of this MOU or a PA; and**

**b) does not include any Project Foreground Information or Project Background Information of the other Contributing Participants, and whose generation, test or evaluation has not relied on the use of Project Equipment or National Equipment of the other Contributing Participants.**

**12.2 In the event questions arise as to whether the Project Foreground Information (or any item produced either wholly or in part from the Project Foreground Information) that a Contributing Participant intends to sell, transfer title to, disclose, or transfer possession of, to a Third Party is within the scope of paragraph 12.1 above, the matter will be brought to the immediate attention of the other Contributing Participants. The Contributing Participants will resolve the matter prior to any sale, transfer or disclosure of such Project Foreground Information (or any item produced wholly or in part from such Project Foreground Information) to a Third Party.**

**12.3 Except to the extent permitted in paragraph 12.1, the Contributing Participants will not sell, transfer title to, disclose, or transfer possession of Project Foreground Information to any Third Party without the prior written consent of the other Contributing Participants. Furthermore, a Contributing Participant will not consent to any such sale, disclosure, or transfer, including by the owner, without the prior written consent of the other Contributing Participants. Such consent will not be given unless the government of the intended recipient approves in writing with the Contributing Participants that it will:**

**12.3.1 Not retransfer, or permit the further retransfer of, any equipment or information provided; and**

**12.3.2 Use, or permit the use of, the equipment or information provided only for the purposes specified by the Contributing Participants.**

**12.4 A Participant will not sell, transfer title to, disclose, or transfer possession of National or Project Equipment or Project Background Information provided by another Participant to any Third Party, or use,**

or permit use of, the equipment or information other than as provided in this MOU and its PAs, without the prior written consent of the Participant which provided such equipment or information. The providing Participant will be solely responsible for authorizing such transfers and, as applicable, specifying the method and conditions for implementing such transfers.

**12.5 Consent for Third Party sales and transfers of Project Foreground Information or jointly acquired Project Equipment, or any item produced either wholly or in part from Project Foreground Information will not be withheld except for reasons of foreign policy, national security, or national laws.**

**12.6 Sales and transfers of equipment developed or Project Foreground Information generated under a PA of this MOU may attract a levy to be shared among the Contributing Participants. Prior to any sale or other transfer, the amounts of any levy and the procedures for assessing and distributing such levy will be mutually determined by the Contributing Participants consistent with the laws and regulations of the Contributing Participants. Any Contributing Participant may reduce or waive its share of the levy.**

## **SECTION 13**

### **LIABILITY AND CLAIMS**

**13.1 Claims involving any Participant or its personnel, except NAPMA, will be dealt with in accordance with the terms of Article VIII of the NATO Status of Forces Agreement (NATO SOFA) dated 19 June 1951. Civilian employees of a Participant, except NAPMA, assigned to duty within its government's Defense Department or Ministry will be deemed for the purpose of Section VIII of the NATO SOFA to be members of a civilian component within the meaning of Section I of the NATO SOFA while present in the territory of another Participant for the purposes of this MOU and its PAs. The Agreement on the Status of the North Atlantic Treaty Organization, National Representatives and International Staff of 20 Sep 1951 applies to claims involving NAPMA and its officials. However, claims for loss or damage to National Equipment loaned under this MOU and its PAs will be dealt with in accordance with Section 7 (Equipment) of this MOU.**

**13.2 Claims, other than contractual claims, not covered by paragraph 13.1 (such as those relating to unauthorized use of intellectual property) will be dealt with by each Contributing Participant in accordance with its laws and existing applicable International arrangements among the Contributing Participants.**

**13.3 In the case of damage caused to or by Project Equipment of the Contributing Participants, where the cost of making good such damage is not recoverable elsewhere, such cost will be borne by the Contributing Participants according to the agreed cost shares in the appropriate PA.**

**13.4 Claims arising under any Contract awarded pursuant to Section 6 (Contracting Provisions) of this MOU will be resolved in accordance with the provisions of the Contract. The Contributing Participants will not normally indemnify Contractors against liability claims by any other persons.**

## **SECTION 14**

### **CUSTOMS DUTIES, TAXES AND SIMILAR CHARGES**

**14.1 Customs duties, import and export taxes and similar charges will be administered in accordance with each Contributing Participant's respective laws and regulations. Insofar as existing national laws and regulations permit, the Contributing Participants will endeavor to ensure that such readily identifiable duties, taxes and similar charges, as well as quantitative or other restrictions on imports and exports, are not imposed in connection with work carried out under each PA.**

**14.2 If any such duties, taxes, or similar charges are levied, the Contributing Participant in whose territory they are levied will bear such costs in addition to its cost share under a PA.**

**14.3 If in order to comply with European Union (EU) regulations it is necessary to levy duties, then these will be borne by the EU Contributing Participant end-recipient, in addition to its cost share under a PA. To this end, parts or components of the equipment coming from outside the EU will proceed to their final destination accompanied by the relevant customs documents enabling settlement of the duties to take place.**

## **SECTION 15**

### **COLLOCATED PROJECT PERSONNEL**

#### **15.1 General.**

**15.1.1 When determined in a PA, the Contributing Participants may assign military or civilian employees to serve as Collocated Project Personnel in support of a Project in accordance with the terms of a PA pursuant to this MOU. Commencement of such an assignment will be subject to any requirements that may be imposed by the Host Participant or its government regarding approval of Collocated Project Personnel. An individual may serve for any length of time up to the completion or**

termination of the Project.

**15.1.2 Collocated Project Personnel will not act as a liaison officer on non-Project work unless authorized in writing by the Host Participant as requested by the Parent Participant. Collocated Project Personnel will perform duties as determined by authorized representatives of the Host Participant and the Parent Participant in a written position description for each Collocated Project Personnel assignment.**

## **15.2 Financial Arrangements.**

**15.2.1 The responsibilities of the Parent Participant or its Collocated Project Personnel, according to the Parent Participant's regulations, will include all costs and expenses of Collocated Project Personnel, including, but not limited to:**

**15.2.1.1 All pay and allowances.**

**15.2.1.2 Travel to and from the country of the Host Participant, except as provided for in paragraph 15.3.1.**

**15.2.1.3 All temporary duty costs, including travel costs, except as provided for in paragraph 15.3.1.**

**15.2.1.4 Compensation for loss of, or damage to, the personal property of its Collocated Project Personnel, or the personal property of Collocated Project Personnel dependents.**

**15.2.1.5 The movement of dependents and the household effects of Collocated Project Personnel.**

**15.2.1.6 Preparation and shipment of remains and funeral expenses in the event of the death of Collocated Project Personnel or their dependents.**

**15.2.1.7 All expenses in connection with the return of Collocated Project Personnel whose assignment has been terminated, along with his or her dependents.**

## **15.3 The Host Participant:**

**15.3.1 Will be responsible for travel and per diem (subsistence) costs in connection with the performance of any duty carried out solely pursuant to a Host Participant requirement outside of the Project.**

**15.3.2 Will be responsible for costs of providing facilities, equipment, clerical and administrative support necessary for Collocated Project Personnel.**

**15.3.3 Will not provide any supplies or services related to those costs that,**

pursuant to paragraph 15.2.1, are the responsibility of the Parent Participant.

#### **15.4 Security.**

**15.4.1 The Contributing Participants will establish the maximum level of security clearance required, if any, to permit Collocated Project Personnel to have access to Classified Information and work areas in accordance with the Project Security Instruction and Classification Guide. Access to Classified Information and facilities will be consistent with, and limited by, Section 3 (Scope of Work) of this MOU and the appropriate PA and will be kept to the minimum required to accomplish the work assignments.**

**15.4.2 Each Contributing Participant will cause security assurances to be filed, through the Parent Participant's official channels stating the security clearances for the Collocated Project Personnel being assigned, in compliance with established Host Participant procedures.**

**15.4.3 The Host Organization and the Parent Organization will ensure that assigned Collocated Project Personnel are fully cognizant of applicable laws and regulations concerning the protection of proprietary information, patents, copyrights, know-how, Classified Information and Controlled Unclassified Information to which access might be gained under the Project both during and after termination of an assignment. Prior to taking up assigned duties, Collocated Project Personnel will be required to sign the certification at ANNEX B.**

**15.4.4 Collocated Project Personnel will at all times be required to comply with the security laws, regulations and procedures of the government of the Host Participant. Any violation of security procedures by Collocated Project Personnel during their assignment will be reported to the Parent Participant for appropriate action. Collocated Project Personnel committing willful violations of security laws, regulations, or procedures during their assignments will be withdrawn from the Project with a view toward appropriate administrative or disciplinary action by the Parent Participant.**

**15.4.5 All Classified Information made available to the Collocated Project Personnel will be considered as Classified Information furnished to the Parent Participant and will be subject to all provisions and safeguards provided for in Section 11 (Security) of the MOU and the Program Security Instruction and Classification Guide.**

**15.4.6 Collocated Project Personnel will not take custody of Classified Information or Controlled Unclassified Information in tangible form (for example, documents or electronic files) unless approved by the Host Participant and as authorized by the Parent Participant on a case-by-case basis.**



## **15.5 Administrative Matters**

**15.5.1 To the extent authorized by the laws and regulations of the Host Participant, the Host Organization will provide such administrative support as is necessary for Collocated Project Personnel to perform their assigned tasks.**

**15.5.2 Consistent with the laws and regulations of the Host Participant, Collocated Project Personnel assigned under a PA will be subject to the same restrictions, conditions, and privileges as Host Participant personnel of comparable rank in comparable assignments. Further, to the extent authorized by the laws and regulations of the Host Participant, Collocated Project Personnel and their authorized dependents will be accorded on a reciprocal basis:**

**15.5.2.1 Exemption from any tax by the Host Participant upon income received from the Parent Participant, according to the applicable fiscal international arrangements.**

**15.5.2.2 Exemption from any customs and import duties or similar charges levied on items entering the country of the Host Participant for their official use. The foregoing will not in any way limit privileges set forth elsewhere in a PA, or other privileges granted by the laws and regulations of the Host Participant.**

**15.5.3 Collocated Project Personnel and their dependents will be informed by the Host Organization about applicable laws, orders, regulations, and customs and they will be required to comply with them. Collocated Project Personnel and their dependents also will be briefed by Host Organization personnel regarding their specific entitlements, privileges, and commitments upon their arrival in the country of the Host Organization.**

**15.5.4 Collocated Project Personnel may observe the holiday schedule of either their Parent Participant or the Host Participant as mutually acceptable.**

**15.5.5 The Host Organization will determine working hours for Collocated Project Personnel. Collocated Project Personnel will have performance evaluations rendered in accordance with the applicable Parent Participant regulations.**

**15.5.6 Collocated Project Personnel committing an offense under the National laws of either the Parent Participant or the Host Participant may be withdrawn from the Project with a view toward further administrative or disciplinary action by the Parent Participant. Disciplinary action, however, will not be taken by the Host Participant against Collocated Project Personnel and Collocated Project Personnel will not exercise disciplinary powers over personnel of the Host Participant. The Participants will cooperate when legally possible in carrying out**

**administrative or disciplinary action by the Parent Participant against its Collocated Project Personnel.**

**15.5.7 Any medical and dental care that may be provided to Collocated Project Personnel and their dependents at the Host Participant medical facilities, will be subject to the requirements of the laws and regulations of the Host Participant, including reimbursement when required by such laws and regulations.**

**15.5.8 In no case will Collocated Project Personnel be assigned to positions which would require exercise of command or be assigned to other positions that would require them to exercise responsibilities that are reserved by law or regulation to an officer or employee of the Host Participant.**

**15.5.9 Collocated Project Personnel will not be placed on duty or in positions in areas of political sensitivity where their presence would jeopardize the interests of the Parent Participant, or where, in the normal course of their duty, they may become involved in activities which may embarrass the Parent Participant.**

**15.5.10 The Host Participant will not deploy Collocated Project Personnel to a third country without Parent Participant approval.**

**15.5.11 The Host Participant will not place Collocated Project Personnel in duty assignments in which direct hostilities with forces of third states are likely.**

**15.5.12 Purchasing and patronage privileges at military commissaries, exchanges, theaters and clubs will be extended to Collocated Project Personnel and their dependents on the same basis as equivalent personnel of the Host Participant. This provision will not, however, limit privileges set forth elsewhere in the PA or other privileges granted by the Host Participant, at its discretion, with the consent of the Parent Participant.**

**15.5.13 Collocated Project Personnel will be granted leave according to their entitlements under the regulations of the Parent Organization, subject to the approval of the appropriate authorities of the Host Organization.**

**15.5.14 Collocated Project Personnel will be required to comply with the dress regulations of the Parent Organization and will also wear such identification as may be necessary to identify the Collocated Project Personnel's nationality, rank and status. The order of dress for any occasion will be that which most nearly conforms to the order for the Host Organization with which they are serving. Customs of the Host Organization will be observed with respect to wearing of civilian clothes.**

**15.5.15 Consistent with the laws and regulations of the Host Participant,**

and upon conditions of reciprocity, the Host Organization will provide, if available, housing and messing facilities for Collocated Project Personnel and their dependents on the same basis and priority as for its own personnel. Collocated Project Personnel will pay messing and housing charges to the same extent as personnel of the Host Organization. At locations where facilities are not provided by the Host Organization for its own personnel, the Parent Organization will make suitable arrangements for Collocated Project Personnel.

**15.6 Collocated Project Personnel and those dependents accompanying them, must obtain motor vehicle liability insurance coverage in accordance with applicable laws and regulations of the Host Participant, or its political subdivision, where they are located. In case of claims involving the use of private motor vehicles, the first recourse will be against such insurance.**

**15.7 The NATO Status of Forces Agreement pertaining to rights and privileges of military and civilian personnel of a Participant, other than NAPMA, while in the territory of another Participant will apply to Collocated Project Personnel and their dependents. The Agreement on the Status of the North Atlantic Treaty Organization, National Representatives and International Staff of 20 Sep 1951 applies to NAPMA personnel.**

**15.8 Intellectual property rights.**

**15.8.1 The respective rights of Collocated Project Personnel and the Contributing Participants to Project Inventions (whether patentable or not patentable) made and Project Foreground Information generated by the Collocated Project Personnel during the period of and as a result of their participation in the Project will be governed by the national laws and regulations of the Parent Participant.**

**15.8.2 Notwithstanding the provisions of paragraph 15.8.1 above, where Collocated Project Personnel make Project Inventions or generate Project Foreground Information by using Project Foreground Information or Project Background Information of the Host Participant, the Parent Participant will not use such inventions or information for purposes other than its Defense Purposes. Any sale or other transfer will be subject to the provisions of Section 12 (Third Party Sales and Transfers) of this MOU.**

**15.8.3 To the extent that the right and/or title to an invention or Project Foreground Information is assigned to the Parent Participant under the provisions of paragraph 15.8.1 above, the Parent Participant will grant free of charge to the Host Participant a worldwide, non-transferable, irrevocable, non-exclusive, royalty-free license to practice or have practiced such Project Invention and to use Project Foreground Information for its Defense Purposes.**

**15.8.4 The Parent Participant of the Collocated Project Personnel will have first priority to prosecute, or to have prosecuted on their behalf, Patent applications to secure rights granted under this Section. The Parent Participant will, within a reasonable time, notify the Host Participant of the countries in which it or its Collocated Project Personnel elects to file Patent applications. For all other countries, the Host Participant may prosecute or have prosecuted on its behalf Patent applications to secure such rights.**

**15.8.5 If the Parent Participant renounces exercise of the rights granted under this Section, such Participant will inform the Host Participant of its intention within twelve months. The Host Participant could, in that case, exercise the rights belonging to the Parent Participant referred to in paragraph 15.8.1 above.**

**15.8.6 Notwithstanding the provisions of paragraph 15.8.1 above, Project Inventions and Project Foreground Information jointly made or generated by Host Participant and Collocated Project Personnel as a result of their participation in the Project will be jointly owned by the Host Participant and the Parent Participant. Any sale or transfer will be subject to the provisions of Section 12 (Third Party Sales and Transfers) of this MOU. Each Contributing Participant may practice or have practiced such jointly owned inventions or Information for its Defense Purposes. Where inventions are jointly owned, the Host Participant and Parent Participant will jointly decide which Participant will prosecute, or to have prosecuted on their behalf, Patent applications to secure rights granted under this Section in the Host and Parent countries. The Host Participant and Parent Participant will jointly decide in which other countries Patent applications will be filed and how any resulting income will be divided between the Contributing Participants.**

**15.8.7 Any additional compensation or award under an incentive award program or similar program due to the Collocated Project Personnel for the work performed under the Project will be the responsibility of the Parent Participant.**

## **SECTION 16**

### **GENERAL PROVISIONS**

**16.1 Disputes between the Participants arising under or relating to this MOU will be resolved only by consultation between the Participants; and for its PAs among the Contributing Participants. Disputes will not be referred to a national court, an international tribunal, or to any other person or entity for settlement.**

**16.2 All activities of the Participants under this MOU and its PAs will be carried out in accordance with their laws and regulations. The**

commitment of each of the Participants will be subject to the availability of appropriated funds for such purposes.

16.3 No requirement will be imposed by any Participant for work sharing or other industrial or commercial compensation in connection with this MOU.

16.4 In the event of conflict between the provisions of this MOU and any PA the MOU will take precedence.

## **SECTION 17**

### **ADDITIONAL PARTICIPANTS**

17.1 It is recognized that other NATO nations may wish to join this MOU. Mutual consent of the existing Participants to this MOU will be required to conduct discussions with potential additional Participants. The existing Participants will discuss the arrangements under which another Participant might join, including the furnishing of releasable Information for evaluation prior to joining. If the disclosure of information is necessary to conduct discussions, such disclosure will be in accordance with Section 8 (Disclosure and Use of Project Information), Section 9 (Controlled Unclassified Information), Section 11 (Security), Section 12 (Third Party Sales and Transfers) of this MOU.

17.2 The addition of new Participants will be by an amendment to this MOU .

## **SECTION 18**

### **AMENDMENT, TERMINATION, WITHDRAWAL, ENTRY INTO EFFECT, AND DURATION**

#### **Amendment**

18.1 This MOU and its Annexes may be amended by the written approval of all Participants. Any of the PAs under this MOU may be amended by the written approval of the authorized representatives of the Contributing Participants.

#### **Termination**

18.2 This MOU may be terminated at any time upon the written consent of the Participants. In the event of MOU termination, all PAs will be automatically terminated. An individual PA may be terminated at any time upon the written consent of all the Contributing Participants concerned. In the event the Participants decide to terminate this MOU, or

the Contributing Participants concerned decide to terminate a PA, the Participants concerned will consult prior to the date of termination to ensure termination on the most economical and equitable terms.

**18.3 In the event that the MOU or any of its PAs is terminated the following will apply:**

**18.3.1 The Contributing Participants will continue participation, financial or otherwise, up to the effective date of termination;**

**18.3.2 Except as to Contracts awarded on behalf of the Contributing Participants, each Contributing Participant will be responsible for its own costs associated with termination. For Contracts awarded on behalf of all Contributing Participants, the Contributing Participants will pay all Contract costs in accordance with the cost sharing arrangements in the relevant PA;**

**18.3.3 All Project Information and rights therein received under the provisions of this MOU and any of its PAs prior to the termination of participation will be retained by the Contributing Participants, subject to the provisions of this MOU; and**

**18.3.4 Each Contributing Participant will make available to the other Contributing Participants all Project Foreground Information generated and delivered under a PA prior to termination, and which has not been provided to the other Contributing Participants prior to the termination;**

#### **Withdrawal**

**18.4 A Participant may withdraw from this MOU upon 180 days written notification to the other Participants. A Contributing Participant may withdraw from a PA upon 180 days written notification to the other Contributing Participants. Such notification will be the subject of immediate consultation among Participants concerned to decide whether to proceed on a changed or reduced basis. In the event of such a withdrawal, the following will apply:**

**18.4.1 The withdrawing Contributing Participant will continue participation, financial and otherwise, up to the effective date of its withdrawal.**

**18.4.2 Except as to Contracts awarded on behalf of the Contributing Participants, each Contributing Participant will be responsible for its own costs associated with the Contributing Participant's withdrawing. For Contracts awarded on behalf of all Contributing Participants, the withdrawing Contributing Participant will pay all Contract modification or termination costs that would not otherwise have been incurred but for the decision to withdraw; in no event, however, will a withdrawing Contributing Participant's total financial contribution, including Contract**

termination costs, exceed that Contributing Participant's total financial contribution as established in the relevant PA.

**18.4.3 All Project Information and rights therein received under the provisions of this MOU and any of its PAs prior to the Participant's withdrawing will be retained by the Contributing Participants, subject to the provisions of this MOU.**

**18.4.4 Each Contributing Participant will make available to the other Contributing Participant(s) all Project Foreground Information generated and delivered under any PA prior to the withdrawal and which has not already been provided to the other Contributing Participants prior to the withdrawal. No further Project Foreground Information or rights therein will accrue to the withdrawing Participant after the effective date of withdrawal.**

**18.4.5 If requested by the other Contributing Participants, the withdrawing Contributing Participant may continue to administer Project Contract(s), which it awarded on behalf of all the Contributing Participants, on a reimbursable basis.**

**18.5 The respective rights and responsibilities of the Participants regarding Section 7 (Equipment), Section 8 (Disclosure and Use of Project Information), Section 9 (Controlled Unclassified Information), Section 11 (Security), Section 12 (Third Party Sales and Transfers), and Section 13 (Liability and Claims) will continue notwithstanding withdrawal from, termination or expiration of this MOU and any of its PAs.**

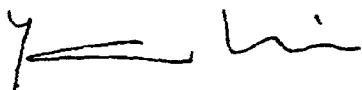
#### **Entry into Effect and Duration**

**18.6 This MOU, which consists of eighteen (18) Sections and two Annexes and will enter into effect upon the date of last signature of the Participants, and will remain in effect for 25 years. The MOU may be extended by written approval of the Participants. PAs will enter into force upon signature by all Contributing Participants.**

IN WITNESS WHEREOF, the undersigned, being duly authorized by their governments or organizations, have signed this MOU.

Signed, in eight originals, four in English and four in French, each being equally valid.

FOR THE MINISTER OF  
DEFENSE OF THE FRENCH  
REPUBLIC



Signature

*Le délégué général pour l'armement*

Name Yves GLEIZES

Title 28 AVR. 2003

Date Paris

Location

FOR THE SECRETARY OF STATE  
FOR DEFENCE OF THE UNITED  
KINGDOM OF GREAT BRITAIN  
AND NORTHERN IRELAND



Signature

P.J.F. EBERLE

Name Cdr Rn

DEC (15742)

Title 14 Feb 2003

Date LONDON, UK

Location

FOR THE SECRETARY OF  
DEFENSE ON BEHALF OF THE  
DEPARTMENT OF DEFENSE OF  
THE UNITED STATES OF  
AMERICA



Signature

BETH M. McCORMICK

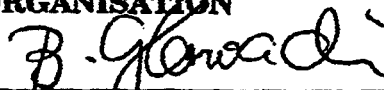
Name Director of Policy  
International Affairs

Title 06 FEB 2003

Date Washington D.C.

Location

THE NATO AEW&C PROGRAMME  
MANAGEMENT AGENCY  
GENERAL MANAGER ON  
BEHALF OF THE NATO AEW&C  
PROGRAMME MANAGEMENT  
ORGANISATION



Signature

Brig Gen B. Glowacki

Name General Manager NATO

Title 2 Dec 2005

Date Brunsum, NL

Location



**ANNEX A**  
**PROJECT ARRANGEMENT FORMAT**

**PROJECT ARRANGEMENT NO. \_\_\_\_**  
**to the**  
**MEMORANDUM OF UNDERSTANDING**  
**CONCERNING COOPERATIVE PROJECTS FOR THE**  
**E-3 AEW&C FLEETS**  
**DATED \_\_\_\_**

**Among The Following Contributing Participants**

***[THE MINISTER OF DEFENSE***  
***OF THE FRENCH REPUBLIC]***

***[THE SECRETARY OF STATE FOR DEFENCE OF THE UNITED KINGDOM***  
***OF GREAT BRITAIN AND NORTHERN IRELAND]***

***[THE SECRETARY OF DEFENSE ON BEHALF OF THE***  
***DEPARTMENT OF DEFENSE***  
***OF THE UNITED STATES OF AMERICA]***

**and**

***[THE NATO AEW&C PROGRAMME MANAGEMENT AGENCY GENERAL***  
***MANAGER ON BEHALF OF THE NATO AEW&C PROGRAMME***  
***MANAGEMENT ORGANISATION]***

**CONCERNING**

***[Title of the Project]***

**(Short Title: \_\_\_\_ PA *[if desired]*)**

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## **INTRODUCTION**

**This Project Arrangement (PA) hereby establishes the**  
**\_\_\_\_\_ Project in accordance with the MOU among the**  
**Minister of Defense of the French Republic, the Secretary of State for**  
**Defence of the United Kingdom of Great Britain and Northern Ireland,**  
**and Secretary of Defense on behalf of the Department of Defense of the**  
**United States of America and the NATO AEW&C Programme Management**  
**Agency General Manager On Behalf of the NATO AEW&C PROGRAMME**  
**Management Organisation for Cooperative Projects for the E-3 AEW&C**  
**Fleets, [date of MOU entry into effect], the terms of which are hereby**  
**incorporated by reference. The Contributing Participants to this PA are**  
**\_\_\_\_\_.**

## **SECTION 1**

### **DEFINITION OF TERMS AND ABBREVIATIONS**

*(As Appropriate)*

**[Define only those terms used in this PA not defined in the MOU.]**

## **SECTION 2**

### **OBJECTIVES**

**2.1 The objectives of this Project are:**

**2.1.1** \_\_\_\_\_.

**2.1.2** \_\_\_\_\_.

**[Include as many objectives as necessary]**

## **SECTION 3**

### **MANAGEMENT**

**3.1 The Project Officers:**

<b>3.1.1 French Contributing Participant:</b>	<b>Title/Position</b> <b>Organization</b> <b>Address</b>
---	--

<b>3.1.2 UK Contributing Participant:</b>	<b>Title/Position</b> <b>Organization</b> <b>Address</b>
---	--

<b>3.1.3 US Contributing Participant:</b>	<b>Title/Position</b> <b>Organization</b> <b>Address</b>
---	--

<b>3.1.4 NAPMA for NAPMO Contributing Participant:</b>	<b>Title/Position</b> <b>Organization</b> <b>Address</b>
--	--

**[Complete as appropriate]**

**3.2 Project Management Structure: [define top level structure identifying coordination and lead(s) among Contributing Participants, ...etc]**

**3.3 Particular Management Procedures: *[Mention only those additional management responsibilities not covered under Section 4 of the MOU.]***

**3.4 Project thresholds are defined for performance, schedule and cost in Sections 4, 7 and 8 [as appropriate]. Any projected breach to the thresholds must be reported to the EAs. Changes to the thresholds must be approved by the EAs in accordance with Section 4 of the MOU.**

## **SECTION 4**

### **PERFORMANCE** ***[As appropriate]***

**4.1 Performance *[define expected performance]***

**4.1.1 *[List appropriate parameters]***

**4.2 Performance Thresholds *(minimum acceptable level)***

**4.2.1 *[List appropriate parameters]***

## **SECTION 5**

### **SCOPE OF WORK**

**5.1 The following tasks will be carried out under this PA.**

**5.1.1 \_\_\_\_\_.**

***[Include as many tasks as necessary]***

## **SECTION 6**

### **SHARING OF TASKS**

**6.1 The sharing of tasks (work share among the Contributing Participants) will be as follows:**

**6.1.1 French Contributing Participant will**

\_\_\_\_\_

**6.1.2 The UK Contributing Participant will**

\_\_\_\_\_

6.1.3 The US Contributing Participant will

---

---

6.1.4 NAPMO Contributing Participant will

---

---

6.1.5 French, UK, US and NAPMO Contributing Participants will jointly

---

---

[Complete above as appropriate]

## SECTION 7

### SCHEDULE OF TASKS

It is planned that the Project will proceed according to the following phases and schedule:

<b><u>Phase 1</u></b> <b>Description of Phase 1</b> <b>(Milestone 1)</b> <b>(e.g. Transmittal of Feasibility Report)</b>	<b><u>Start</u></b>	<b><u>Expected End</u></b>	<b><u>Threshold</u></b> <b>(Maximum acceptable end date)</b>
	MM/YY	MM/YY	MM/YY
<b><u>Phase 2</u></b> <b>Description of Phase 2</b> <b>(Milestone 2)</b> <b>(e.g. Decision to proceed to Phase 3)</b>	<b><u>Start</u></b>	<b><u>Expected End</u></b>	<b><u>Threshold</u></b> <b>(Maximum acceptable end date)</b>
	TBD	TBD	MM/YY
<b><u>Phase 3</u></b> <b>Description of Phase 3</b> <b>(Milestone 3)</b> <b>(e.g. Evaluation, analysis of results)</b>	<b><u>Start</u></b>	<b><u>Expected End</u></b>	<b><u>Threshold</u></b> <b>(Maximum acceptable end date)</b>
	TBD	TBD	MM/YY

[Add as many phases as necessary. For TBD dates use appropriate event, duration, or date]

## SECTION 8

### FINANCIAL ARRANGEMENTS

8.1 The total cost ceiling of the work under this PA is \_\_\_\_\_. For purposes of this section, the relevant exchange rates are fixed at: \_\_\_\_\_ with a reference date of: \_\_\_\_\_.

8.2 *The French Contributing Participant share of the work will not cost more than \_\_\_\_\_ €.*

8.3 *The UK Contributing Participant share of the work will not cost more than \_\_\_\_\_ £.*

8.4 *The US Contributing Participant share of the work will not cost more than \$ \_\_\_\_\_.*

8.5 *The NAPMO Contributing Participant share of the work will not cost more than \$ \_\_\_\_\_.*

8.6 Non-financial contributions are: *[optional]*.

*[Complete as appropriate]*

## SECTION 9

### SPECIAL CONTRACTING PROVISIONS

*[As appropriate]*

9.1 The Contributing Participants accept the following special contracting provisions applicable to this PA:

*[List whatever special contracting provisions might apply to this PA 9.1.1, 9.1.2, 9.1.3, etc.]*

## SECTION 10

### LEVEL OF SECURITY CLASSIFICATION

10.1 *[Select one of the three following possibilities:]*

No Classified Information will be exchanged under this PA;

or

The highest level of Classified Information exchanged under this PA is Confidential;

or

The highest level of Classified Information exchanged under this PA is Secret.

10.2 The existence of this PA is Unclassified\* and the contents are Unclassified.\*

[\* Revise where appropriate]

## SECTION 11

### PRINCIPAL ORGANIZATIONS INVOLVED

[List government laboratories, research centers, and other organizations for France, UK, US and NAPMA as 11.1, 11.2, 11.3, etc.]

## SECTION 12

### EQUIPMENT

[As appropriate]

Option 1 - When details are known at time of PA development:

12.1 In accordance with Section 7 (Equipment) of the MOU, the loan of the following Project Equipment is necessary for executing this PA:

Providing Participant	Receiving Participant	QTY	Description	Part / Stock No.	Consumables/ Non-Consumables	Value	Start Date of Loan	Return Date

[Fill in as appropriate]

Option 2 - When details are not known at time of PA development:

12.1 In accordance with Section 7 (Equipment) of the MOU, the loan of the following Project Equipment will be necessary for executing this PA. Project Equipment to be loaned will be documented in a list in the following format.

Providing Participant	Receiving Participant	QTY	Description	Part / Stock No.	Consumables/ Non-Consumables	Value	Start Date of Loan	Return Date

[Fill in as appropriate]

The list will be developed and maintained by the Contributing Participants, after appropriate national approvals have been obtained.

Option 3 - When some details are known at time of PA development, and additional details of future loan are not known:



*12.1 In accordance with Section 7 (Equipment) of the MOU, the loan of the following Project Equipment is necessary for executing this PA.*

<i>Providing Participant</i>	<i>Receiving Participant</i>	<i>QTY</i>	<i>Description</i>	<i>Part/ Stock No.</i>	<i>Consumables/ Non-Consumables</i>	<i>Value</i>	<i>Start Date of Loan</i>	<i>Return Date</i>

*[Fill in as appropriate]*

*12.2 In accordance with Section 7 (Equipment) of the MOU, additional Project Equipment will be necessary for executing this PA. Project Equipment to be loaned will be documented in a list in the following format.*

<i>Providing Participant</i>	<i>Receiving Participant</i>	<i>QTY</i>	<i>Description</i>	<i>Part/ Stock No.</i>	<i>Consumables/ Non-Consumables</i>	<i>Value</i>	<i>Start Date of Loan</i>	<i>Return Date</i>

*[Fill in as appropriate]*

*The list will be developed and maintained by the Contributing Participants, after appropriate national approvals have been obtained.*

## SECTION 13

### COLLOCATED PROJECT PERSONNEL

*[As appropriate]*

*[If there is no assignment of Collocated Project Personnel, insert "None". If otherwise, choose one of the following three options: ]*

**Option 1 - When assignment details are known at time of PA development:**

***13.1 In accordance with Section 15 (Collocated Project Personnel) of the MOU, assignment of the following Collocated Project Personnel are necessary for executing this PA:***

***[Identify in as much detail as possible the Parent Organization, Host Organization, duration of assignment, professional specialty, rank, required clearance, tasks, etc]***

**Option 2 - When assignment details are not known at time of PA development:**

***13.1 In accordance with Section 15 (Collocated Project Personnel) of the MOU, assignment of the Collocated Project Personnel will be necessary for executing this PA. Collocated Project Personnel to be assigned will be documented in a list which will be developed and maintained by the EAs for approval by Participants authorities after appropriate national approvals have been obtained.***

**Option 3 - When some assignment details are known at time of PA development, and details of future assignments are not known:**

***13.1 In accordance with Section 15 (Collocated Project Personnel) of the MOU, assignment of the following Collocated Project Personnel are necessary for executing this PA:***

***[Identify in as much detail as possible the Parent Organization, Host Organization, duration of assignment, professional specialty, rank, required clearance, tasks, etc]***

***13.2 In accordance with Section 15 (Collocated Project Personnel) of the MOU, assignment of additional Collocated Project Personnel will be necessary for executing this PA. Collocated Project Personnel to be assigned will be documented in a list which will be developed and maintained by the EAs for approval by the Participants authorities after appropriate national approvals have been obtained.***

**SECTION 14**

**ENTRY INTO EFFECT, AMENDMENT, DURATION AND TERMINATION**

This \_\_[Project Title] PA will come into effect upon the date of last signature of the Participants, and will remain in effect for \_\_\_\_\_ years unless terminated by the Participants. It may be extended by mutual written consent of the Contributing Participants.

Signed, in \_\_\_\_ originals, \_\_\_\_ in English and \_\_\_\_ in French, each being equally valid. *[Adjust above and below, as appropriate, for Contributing Participants]*

**FOR THE MINISTER OF  
DEFENSE OF THE FRENCH  
REPUBLIC**

**FOR THE SECRETARY OF  
DEFENSE ON BEHALF OF THE  
DEPARTMENT OF DEFENSE OF  
THE UNITED STATES OF  
AMERICA**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Location**

\_\_\_\_\_  
**Location**

**FOR THE SECRETARY OF STATE  
FOR DEFENCE OF THE UNITED  
KINGDOM OF GREAT BRITAIN  
AND NORTHERN IRELAND**

**THE NATO AEW&C PROGRAMME  
MANAGEMENT AGENCY  
GENERAL MANAGER ON  
BEHALF OF THE NATO AEW&C  
PROGRAMME MANAGEMENT  
ORGANISATION**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Location**

\_\_\_\_\_  
**Location**

ANNEX B

**CERTIFICATION OF CONDITIONS AND RESPONSIBILITIES  
FOR COLLOCATED PROJECT PERSONNEL**

I understand and acknowledge that I have been assigned to *[insert name and location of Project to which assigned]* pursuant to the Memorandum of Understanding concerning Projects for the E-3 AEW&C Fleets and *[insert Project name]* Project Arrangement (PA). Capitalized terms in this certification have the meanings defined in the MOU. In connection with this assignment, I further understand, acknowledge, and certify that I will comply with the following conditions and responsibilities:

1. The purpose of the assignment is to provide my expertise to the Project. There shall be no access to information except as required to perform the duties described in the Position Description (PD) of the position to which I am assigned, as determined by my designated supervisor.
2. I shall perform only functions which are properly assigned to me as described in the PD for my assignment and shall not act in any other capacity to the Host Participant on behalf of my government or my Parent Participant.
3. All Project Information to which I may have access during this assignment shall be treated as information provided to my Parent Participant in confidence and shall not be further released or disclosed by me, except as authorized by the MOU and aforementioned PA.
4. When dealing with individuals outside of my immediate office of assignment on official matters, I will inform such individuals that I am a Collocated Project Personnel.
5. I have been briefed on, understand, and will comply with all applicable security regulations concerning the protection of proprietary information, patents, copyrights, know-how, Classified Information and Controlled Unclassified Information.
6. I will immediately report to my designated supervisor all attempts by unauthorized personnel to obtain classified, proprietary or Controlled Unclassified Information to which I may have access as a result of this assignment.

\_\_\_\_\_  
(Typed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Rank/Title)

\_\_\_\_\_  
(Date)

AMENDMENT ONE

TO THE

MEMORANDUM OF UNDERSTANDING

AMONG

THE MINISTER OF DEFENSE  
OF THE FRENCH REPUBLIC

THE SECRETARY OF STATE FOR DEFENCE OF THE UNITED KINGDOM  
OF GREAT BRITAIN AND NORTHERN IRELAND

THE SECRETARY OF DEFENSE ON BEHALF OF THE  
DEPARTMENT OF DEFENSE  
OF THE UNITED STATES OF AMERICA

and

THE NATO AEW&C PROGRAMME MANAGEMENT AGENCY GENERAL MANAGER  
ON BEHALF OF THE NATO AEW&C PROGRAMME MANAGEMENT ORGANISATION

Concerning

PROJECTS FOR THE E-3 AEW&C FLEETS

REGARDING

THE ACCESSION OF THE GENERAL STAFF OF THE REPUBLIC OF TURKEY  
AND OF THE MINISTER OF DEFENCE OF AUSTRALIA

Dated \_\_\_\_\_

## INTRODUCTION

The Minister of Defence of Australia, the Minister of Defense of the French Republic, the General Staff of the Republic of Turkey, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, the Secretary of Defense on behalf of the Department of Defense of the United States of America, and the NATO AEW&C Programme Management Agency General Manager on behalf of the NATO AEW&C Programme Management Organisation, hereinafter referred to as the "Participants,"

Considering the Memorandum of Understanding Among the Minister of Defense of the French Republic, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, the Secretary of Defense on behalf of the Department of Defense of the United States of America, and the NATO AEW&C Programme Management Agency General Manager on behalf of the NATO AEW&C Programme Management Organisation Concerning Projects for the E-3 AEW&C Fleets (hereinafter referred to as "the MOU"), which entered into effect on December 2, 2005;

Considering that the Minister of Defence of Australia and the General Staff of the Republic of Turkey desire to join the MOU;

Considering that the Minister of Defense of the French Republic, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, the Secretary of Defense on behalf of the Department of Defense of the United States of America, and the NATO AEW&C Programme Management Agency General Manager on behalf of the NATO AEW&C Programme Management Organisation wish to include the Minister of Defence of Australia and the General Staff of the Republic of Turkey as new Participants to the MOU;

Have reached the following understandings:

## SECTION 1

### PURPOSE

The purpose of this Amendment is to provide for the accession of the Minister of Defence of Australia and the General Staff of the Republic of Turkey to the cooperation under the MOU.

## SECTION 2

### AMENDMENTS

#### 1. TITLE PAGE:

- a. Replace the current Title Page with the following Title Page:

“MEMORANDUM OF UNDERSTANDING

AMONG

THE MINISTER OF DEFENCE OF AUSTRALIA

THE MINISTER OF DEFENSE  
OF THE FRENCH REPUBLIC

THE GENERAL STAFF OF THE REPUBLIC OF TURKEY

THE SECRETARY OF STATE FOR DEFENCE OF THE UNITED KINGDOM  
OF GREAT BRITAIN AND NORTHERN IRELAND

THE SECRETARY OF DEFENSE ON BEHALF OF THE DEPARTMENT OF DEFENSE  
OF THE UNITED STATES OF AMERICA

and

THE NATO AEW&C PROGRAMME MANAGEMENT AGENCY GENERAL MANAGER  
ON BEHALF OF THE NATO AEW&C PROGRAMME MANAGEMENT ORGANISATION

Concerning

PROJECTS FOR THE AWACS/AEW&C FLEETS”

2. **WHOLE TEXT:**
  - a. In the whole text, replace "E-3 AEW&C" with "AWACS/AEW&C".
3. **INTRODUCTION:**
  - a. In the first paragraph, insert "The Minister of Defence of Australia" before "the Minister of Defense of the French Republic" and "the General Staff of the Republic of Turkey" before "the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland".
4. **SECTION 1, DEFINITIONS AND ABBREVIATIONS:**
  - a. In Paragraph 1.2, insert "AWACS Airborne Warning And Control System" immediately after "AEW&C Airborne Early Warning and Control."
  - b. In Paragraph 1.2, replace "GOSG General Officer Steering Group" with "A2ASG AWACS/AEW&C Acquisition Steering Group".
5. **SECTION 4, MANAGEMENT (ORGANIZATION AND RESPONSIBILITY):**
  - a. In Paragraph 4.1, replace the second sentence with the following: "The following, or equivalent in the event of reorganization, are designated as the EAs: PO AEW&C (Australian Participant); DGA/DSA/AD Air (French Participant); TuAF/Plans and Principles Division (Turkish Participant); DEC[ISTAR] (UK Participant); AFPEO/C2&CS (U.S. Participant); and NAPMA/GM (NAPMO Participant)."
  - b. In Paragraph 4.1, in the third sentence, replace "General Officer Steering Group (GOSG)" with "AWACS/AEW&C Acquisition Steering Group (A2ASG)".
6. **SECTION 8, DISCLOSURE AND USE OF PROJECT INFORMATION:**
  - a. Paragraph 8.8 is replaced with the following:

"8.8 For NAPMO and the Participants who are NATO members, the provisions of the NATO Agreement on the Communication of Technical Information for Defence Purposes, done at Brussels on October 19, 1970, and the Implementing Procedures for the NATO Agreement on the Communication of Technical Information for Defence Purposes, approved by the North Atlantic Council on January 1, 1971, will apply to this MOU. The Australian Participant will treat the Technical Information, and the payment of compensation for misuse of such Technical Information, in a manner consistent with and no less stringent than that provided by the provisions of the aforementioned Agreement and its Implementing Procedures."



- b. Paragraph 8.9.7 is replaced with the following:

“8.9.7 For NAPMO and the Participants who are NATO members, Patent applications to be filed under this MOU which contain Classified Information will be protected and safeguarded in accordance with the NATO Agreement for the Mutual Safeguarding of Secrecy of Inventions Relating to Defence and for which Applications for Patents have been made, done in Paris on September 21, 1960, and its Implementing Procedures. For the Australian Participant, Patent applications to be filed under this MOU which contain Classified Information will be protected and safeguarded in a manner no less stringent than the requirements contained in the aforementioned Agreement and its Implementing Procedures.”

7. SECTION 11, SECURITY:

- a. In Paragraph 11.1, replace “CM (55)15 (Final) of 15 October 1997” with “C-M (2002) 49 of June 17, 2002”.

8. SECTION 13, LIABILITY AND CLAIMS:

- a. Paragraph 13.1 is replaced with the following:

“13.1 Claims involving any Participant or its personnel, except the Australian Participant and NAPMA, will be dealt with in accordance with the terms of Article VIII of the NATO Status of Forces Agreement (NATO SOFA) dated June 19, 1951. Civilian employees of a Participant, except the Australian Participant and NAPMA, assigned to duty within its government’s Defence Department or Ministry will be deemed for the purpose of Article VIII of the NATO SOFA to be members of a civilian component within the meaning of Article I of the NATO SOFA while present in the territory of another Participant for the purposes of this MOU and its PAs. The Agreement on the Status of the North Atlantic Treaty Organization, National Representatives and International Staff of September 20, 1951 applies to claims involving NAPMA and its officials. Claims involving the Australian Participant or its personnel (military and civilian) will be dealt with in the same manner as Article VIII of the NATO SOFA. However, claims for loss or damage to National Equipment loaned under this MOU and its PAs will be dealt with in accordance with Section 7 (Equipment) of this MOU.”

9. SECTION 15, COLLOCATED PROJECT PERSONNEL:

- a. Paragraph 15.7 is replaced with the following:

“15.7 For the NATO Participants, the NATO Status of Forces Agreement pertaining to rights and privileges of military and civilian personnel of a Participant, other than the Australian Participant and NAPMA, while in the territory of another Participant will apply to Collocated Project Personnel and their dependents. The Agreement on the Status of the North Atlantic Treaty

Organization, National Representatives and International Staff of September 20, 1951 applies, within the context of this MOU, to NAPMA personnel. For the Australian Participant, the provisions of existing agreements or arrangements with one or more of the other Participants, pertaining to rights and privileges of military and civilian personnel, will apply in accordance with their terms.”

10. SECTION 17, ADDITIONAL PARTICIPANTS:

- a. In Paragraph 17.1, delete “NATO” before the word “nations”.

11. ANNEX A, TITLE PAGE:

- a. Replace the current Title Page with the following:

“PROJECT ARRANGEMENT NO. \_\_\_\_\_

to the

MEMORANDUM OF UNDERSTANDING  
CONCERNING PROJECTS FOR THE AWACS/AEW&C FLEETS  
Dated December 2, 2005

Among the following Contributing Participants

*[THE MINISTER OF DEFENCE OF AUSTRALIA]*

*[THE MINISTER OF DEFENSE  
OF THE FRENCH REPUBLIC]*

*[THE GENERAL STAFF OF THE REPUBLIC OF TURKEY]*

*[THE SECRETARY OF STATE FOR DEFENCE OF THE UNITED KINGDOM  
OF GREAT BRITAIN AND NORTHERN IRELAND]*

*[THE SECRETARY OF DEFENSE ON BEHALF OF THE DEPARTMENT OF DEFENSE  
OF THE UNITED STATES OF AMERICA]*

*and*

*[THE NATO AEW&C PROGRAMME MANAGEMENT AGENCY GENERAL MANAGER ON  
BEHALF OF THE NATO AEW&C PROGRAMME MANAGEMENT ORGANISATION]*

CONCERNING

*[Title of the Project]*

(Short Title: \_\_\_\_\_ PA [if desired])”

12. ANNEX A, INTRODUCTION:

- a. Replace the Introduction with the following:

**“INTRODUCTION**

This Project Arrangement (PA) hereby establishes the \_\_\_\_\_ Project in accordance with the MOU among the Minister of Defence of Australia, the Minister of Defense of the French Republic, the General Staff of the Republic of Turkey, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, the Secretary of Defense on behalf of the Department of Defense of the United States of America and the NATO AEW&C Programme Management Agency General Manager on behalf of the NATO AEW&C Programme Management Organisation Concerning Projects for the AWACS/AEW&C Fleets, which entered into effect December 2, 2005, as amended, the terms of which are hereby incorporated by reference. The Contributing Participants to this PA are \_\_\_\_\_.”

13. ANNEX A, SECTION 3, MANAGEMENT:

- a. Replace Paragraph 3.1 with the following:

“3.1 The Project Officers:

3.1.1 Australian Contributing Participant:	Title/Position Organization Address
--	---

3.1.2 French Contributing Participant:	Title/Position Organization Address
--	---

3.1.3 Turkish Contributing Participant:	Title/Position Organization Address
---	---

3.1.4 UK Contributing Participant:	Title/Position Organization Address
------------------------------------	---

3.1.5 U.S. Contributing Participant:	Title/Position Organization Address
--------------------------------------	---

3.1.6 NAPMA for NAPMO Contributing

*Participant:*

*Title/Position  
Organization  
Address*

*[Complete as appropriate]"*

14. ANNEX A, SECTION 6, SHARING OF TASKS:

a. Replace paragraph 6.1 with the following:

"6.1 The sharing of tasks (work share among the Contributing Participants) will be as follows:

6.1.1 The Australian Contributing Participant will \_\_\_\_\_

6.1.2 The French Contributing Participant will \_\_\_\_\_

6.1.3 The Turkish Contributing Participant will \_\_\_\_\_

6.1.4 The UK Contributing Participant will \_\_\_\_\_

6.1.5 The U.S. Contributing Participant will \_\_\_\_\_

6.1.6 NAPMO Contributing Participant will \_\_\_\_\_

6.1.7 The Australian, French, Turkish, UK, U.S. and NAPMO Contributing Participants will jointly \_\_\_\_\_

*[Complete above as appropriate]"*

15. ANNEX A, SECTION 8, FINANCIAL ARRANGEMENTS:

a. Replace Section 8 with the following:

**"SECTION 8**

**FINANCIAL ARRANGEMENTS**

8.1 The total cost ceiling of the work under this PA is \_\_\_\_\_. For purposes of this section, the relevant exchange rates are fixed at: \_\_\_\_\_ with a reference date of: \_\_\_\_\_.

8.2 The Australian Contributing Participant share of the work will not cost more than \_\_\_\_\_ AUD.

8.3 The French Contributing Participant share of the work will not cost more than \_\_\_\_\_ €.

8.4 The Turkish Contributing Participant share of the work will not cost more than \_\_\_\_\_ TL.

8.5 The UK Contributing Participant share of the work will not cost more than \_\_\_\_\_ £.

8.6 The U.S. Contributing Participant share of the work will not cost more than \_\_\_\_\_ \$.

8.7 The NAPMO Contributing Participant share of the work will not cost more than \_\_\_\_\_ \$.

8.8 Non-financial contributions are: *[optional]*.

*[Complete as appropriate]*"

16. ANNEX A, SECTION 11, PRINCIPAL ORGANIZATIONS INVOLVED:

a. Replace Section 11 with the following:

**"SECTION 11**

**PRINCIPAL ORGANIZATIONS INVOLVED**

*[List government laboratories, research centers, and other organizations for Australia, France, Turkey, UK, U.S. and NAPMA as 11.1, 11.2, 11.3, etc.]".*

17. ANNEX A, SIGNATURE PAGE:

a. Replace the signature blocks with the following:

FOR THE MINISTER OF DEFENCE  
OF AUSTRALIA

Signature

Name

Title

Date

Location

FOR THE MINISTER OF DEFENSE  
OF THE FRENCH REPUBLIC

Signature

Name

Title

Date

Location

FOR THE GENERAL STAFF OF THE  
REPUBLIC OF TURKEY

Signature

Name

Title

Date

Location

FOR THE SECRETARY OF STATE FOR  
DEFENCE OF THE UNITED KINGDOM  
OF GREAT BRITAIN AND NORTHERN  
IRELAND

Signature

Name

Title

Date

Location

FOR THE SECRETARY OF DEFENSE ON  
BEHALF OF THE DEPARTMENT OF  
DEFENSE OF THE UNITED STATES OF  
AMERICA

Signature

Name

Title

Date

Location

THE NATO AEW&C PROGRAMME  
MANAGEMENT AGENCY GENERAL  
MANAGER ON BEHALF OF THE NATO  
AEW&C PROGRAMME MANAGEMENT  
ORGANISATION

Signature

Name

Title

Date

Location"

### SECTION 3

#### GENERAL PROVISIONS

1. The Australian and the Turkish Participants will accept all decisions made under the MOU prior to the entry into effect of this amendment.
2. All other provisions of the MOU, not amended by this Amendment, remain applicable.
3. For the Australian Participant, accession to the MOU by virtue of this Amendment will be effective after the entry into effect of this Amendment. However, for the Turkish Participant, accession to the MOU by virtue of this Amendment will be effective after its signature of this Amendment and completion of its national ratification procedure. For the Turkish Participant, any future amendments will not enter into effect until completion of its national ratification procedure.

### SECTION 4

#### ENTRY INTO EFFECT

This Amendment which consists of four (4) Sections will enter into effect upon the date of last signature of all the Participants. For the Turkish Participant, the Amendment will enter into effect upon the date of completion of its national ratification procedure. The Turkish Participant will notify the other Participants of that date.

IN WITNESS WHEREOF, the undersigned, being duly authorized have signed this Amendment.

**Amendment One To The MOU Concerning Projects For The E-3 AEW&C Fleets  
Regarding The Accession Of The General Staff Of The Republic Of Turkey And Of The  
Minister Of Defence Of Australia**

Signed, in twelve originals, six in English and six in French, each being equally valid.

FOR THE MINISTER OF DEFENCE OF AUSTRALIA



Signature

Christopher Deeble

Name

Air Vice-Marshal, Royal Australian Air Force

Title

2 July 2009

Date

Canberra, ACT, Australia

Location



**Amendment One To The MOU Concerning Projects For The E-3 AEW&C Fleets  
Regarding The Accession Of The General Staff Of The Republic Of Turkey And Of The  
Minister Of Defence Of Australia**

Signed, in twelve originals, six in English and six in French, each being equally valid.

FOR THE MINISTER OF DEFENSE OF THE FRENCH REPUBLIC

Signature



Name

L'ingénieur général de l'armement Patrick Auroy  
Directeur général adjoint

Title

Date

23 OCT. 2009

Location

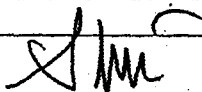
Bagnoux

**Amendment One To The MOU Concerning Projects For The E-3 AEW&C Fleets  
Regarding The Accession Of The General Staff Of The Republic Of Turkey And Of The  
Minister Of Defence Of Australia**

Signed, in twelve originals, six in English and six in French, each being equally valid.

FOR THE GENERAL STAFF OF THE REPUBLIC OF TURKEY

Signature



Name

Ali ÇETİNKAYA

Title

Brigadier General  
Project Management Department, Chief

Date

08 DEC 2009

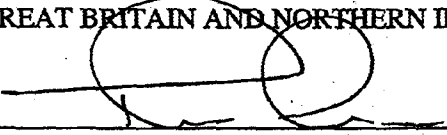
Location

ANKARA

**Amendment One To The MOU Concerning Projects For The E-3 AEW&C Fleets  
Regarding The Accession Of The General Staff Of The Republic Of Turkey And Of The  
Minister Of Defence Of Australia**

Signed, in twelve originals, six in English and six in French, each being equally valid.

**FOR THE SECRETARY OF STATE FOR DEFENCE OF THE UNITED KINGDOM OF  
GREAT BRITAIN AND NORTHERN IRELAND**

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Thomas Cross

Name

\_\_\_\_\_  
Air Commodore

Title

\_\_\_\_\_  
7 Sep 09

Date

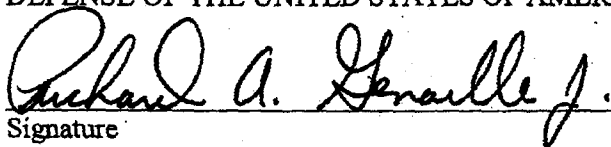
\_\_\_\_\_  
Capability ISTAR, MOD Main Building, London

Location

**Amendment One To The MOU Concerning Projects For The E-3 AEW&C Fleets  
Regarding The Accession Of The General Staff Of The Republic Of Turkey And Of The  
Minister Of Defence Of Australia**

Signed, in twelve originals, six in English and six in French, each being equally valid.

FOR THE SECRETARY OF DEFENSE ON BEHALF OF THE DEPARTMENT OF  
DEFENSE OF THE UNITED STATES OF AMERICA



Signature

Richard A. Genaille, Jr.

Name

Director of Policy, International Affairs

Title

23 December 2009

Date

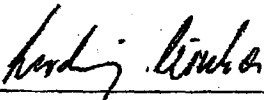
Washington, D.C. United States of America

Location

**Amendment One To The MOU Concerning Projects For The E-3 AEW&C Fleets  
Regarding The Accession Of The General Staff Of The Republic Of Turkey And Of The  
Minister Of Defence Of Australia**

Signed, in twelve originals, six in English and six in French, each being equally valid.

THE NATO AEW&C PROGRAMME MANAGEMENT AGENCY GENERAL MANAGER  
ON BEHALF OF THE NATO AEW&C PROGRAMME MANAGEMENT ORGANISATION



Signature

Ludwig Leinhos

Name

Brigadier General, NAPMA General Manager

Title

August 25, 2009

Date

Arlington, VA, USA

Location

AMENDMENT TWO

TO THE

MEMORANDUM OF UNDERSTANDING

AMONG

THE MINISTER OF DEFENCE OF AUSTRALIA

THE MINISTER OF DEFENSE OF THE FRENCH REPUBLIC

THE GENERAL STAFF OF THE REPUBLIC OF TURKEY

THE SECRETARY OF STATE FOR DEFENCE OF THE UNITED KINGDOM  
OF GREAT BRITAIN AND NORTHERN IRELAND

THE SECRETARY OF DEFENSE ON BEHALF OF THE  
DEPARTMENT OF DEFENSE  
OF THE UNITED STATES OF AMERICA

and

THE NATO AEW&C PROGRAMME MANAGEMENT AGENCY GENERAL MANAGER  
ON BEHALF OF THE NATO AEW&C PROGRAMME MANAGEMENT ORGANISATION

Concerning

PROJECTS FOR THE AWACS/AEW&C FLEETS

REGARDING

THE ACCESSION OF THE MINISTER OF NATIONAL DEFENSE ON BEHALF OF THE  
MINISTRY OF NATIONAL DEFENSE OF THE REPUBLIC OF KOREA

Dated \_\_\_\_\_

## INTRODUCTION

The Minister of Defence of Australia, the Minister of Defense of the French Republic, the Minister of National Defense on behalf of the Ministry of National Defense of the Republic of Korea, the General Staff of the Republic of Turkey, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, the Secretary of Defense on behalf of the Department of Defense of the United States of America, and the NATO AEW&C Programme Management Agency General Manager on behalf of the NATO AEW&C Programme Management Organisation (hereinafter referred to as the “Participants”),

Considering the Memorandum of Understanding Among the Minister of Defense of the French Republic, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, the Secretary of Defense on behalf of the Department of Defense of the United States of America, and the NATO AEW&C Programme Management Agency General Manager on behalf of the NATO AEW&C Programme Management Organisation Concerning Projects for the E-3 AEW&C Fleets (hereinafter referred to as “the MOU”), which entered into effect on December 2, 2005;

Considering that the MOU was amended on December 23, 2009 to revise the title to “Projects for the AWACS/AEW&C Fleets” and to include as additional Participants in the MOU, the Minister of Defence of Australia and the General Staff of the Republic of Turkey, which entered into effect on January 3, 2011 for the General Staff of the Republic of Turkey, and on December 23, 2009 for the other Participants;

Considering that the Minister of National Defense on behalf of the Ministry of National Defense of the Republic of Korea desires to join the MOU as a Participant;

Considering that the Minister of Defence of Australia, the Minister of Defense of the French Republic, the General Staff of the Republic of Turkey, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, the Secretary of Defense on behalf of the Department of Defense of the United States of America, and the NATO AEW&C Programme Management Agency General Manager on behalf of the NATO AEW&C Programme Management Organisation wish to include the Minister of National Defense on behalf of the Ministry of National Defense of the Republic of Korea as a new Participant under the MOU;

Have reached the following understandings:

## SECTION 1

### PURPOSE

The purpose of this Amendment Two is to provide for the accession of the Minister of National Defense on behalf of the Ministry of National Defense of the Republic of Korea as a Participant to the cooperation under the MOU.

## SECTION 2

### AMENDMENTS

1. TITLE PAGE:

- a. Replace the current Title Page with the following Title Page:

“MEMORANDUM OF UNDERSTANDING

AMONG

THE MINISTER OF DEFENCE OF AUSTRALIA

THE MINISTER OF DEFENSE OF THE FRENCH REPUBLIC

THE MINISTER OF NATIONAL DEFENSE ON BEHALF OF THE MINISTRY OF  
NATIONAL DEFENSE OF THE REPUBLIC OF KOREA

THE GENERAL STAFF OF THE REPUBLIC OF TURKEY

THE SECRETARY OF STATE FOR DEFENCE OF THE UNITED KINGDOM  
OF GREAT BRITAIN AND NORTHERN IRELAND

THE SECRETARY OF DEFENSE ON BEHALF OF THE DEPARTMENT OF DEFENSE  
OF THE UNITED STATES OF AMERICA

and

THE NATO AEW&C PROGRAMME MANAGEMENT AGENCY GENERAL MANAGER  
ON BEHALF OF THE NATO AEW&C PROGRAMME MANAGEMENT ORGANISATION

Concerning

PROJECTS FOR THE AWACS/AEW&C FLEETS”



2. INTRODUCTION:

- a. In the first paragraph, insert “the Minister of National Defense on Behalf of the Ministry of National Defense of the Republic of Korea” before “the General Staff of the Republic of Turkey”.

3. SECTION 4, MANAGEMENT (ORGANIZATION AND RESPONSIBILITY):

- a. In Paragraph 4.1, replace the second sentence with the following: “The following, or equivalent in the event of reorganization, are designated as the EAs: PO AEW&C (Australian Participant); DGA/DO/DUMAMS (French Participant); DAPA/C&RPD (Korean Participant); TurAF/Plans and Principles Division (Turkish Participant); DEC[ISTAR] (UK Participant); AFPEO/BM (U.S. Participant); and NAPMA/GM (NAPMO Participant).”

4. SECTION 8, DISCLOSURE AND USE OF PROJECT INFORMATION:

- a. Paragraph 8.8 is replaced with the following:

“8.8 For the NAPMO Participant and the Participants who are NATO members, the provisions of the NATO Agreement on the Communication of Technical Information for Defence Purposes, done at Brussels on October 19, 1970, and the Implementing Procedures for the NATO Agreement on the Communication of Technical Information for Defence Purposes, approved by the North Atlantic Council on January 1, 1971, will apply to this MOU. The Australian Participant or Korean Participant will treat the Technical Information, and the payment of compensation for misuse of such Technical Information, in a manner consistent with, and no less stringent than, that provided by the provisions of the aforementioned Agreement on the Communication of Technical Information for Defence Purposes and its Implementing Procedures.”

- b. Subparagraph 8.9.7 is replaced with the following:

“8.9.7 For the NAPMO Participant and the Participants who are NATO members, Patent applications to be filed under this MOU that contain Classified Information will be protected and safeguarded in accordance with the NATO Agreement for the Mutual Safeguarding of Secrecy of Inventions Relating to Defence and for Which Applications for Patents Have Been Made, done in Paris on September 21, 1960, and its Implementing Procedures. For the Australian Participant and the Korean Participant, Patent applications to be filed under this MOU that contain Classified Information will be protected and safeguarded in a manner no less stringent than the requirements contained in the aforementioned Agreement for the Mutual Safeguarding of Secrecy of Inventions Relating to

Defence and for Which Applications for Patents Have Been Made, and its Implementing Procedures.”

5. SECTION 13, LIABILITY AND CLAIMS:

- a. Replace paragraph 13.1 with the following:

“13.1 Claims involving any Participant or its personnel, except NAPMA, the Australian Participant, and the Korean Participant, will be dealt with in accordance with the terms of Article VIII of the NATO Status of Forces Agreement (NATO SOFA) dated June 19, 1951. Civilian employees of a Participant, except NAPMA, the Australian Participant, and the Korean Participant, assigned to duty within its government’s Defense Department or Ministry will be deemed for the purpose of Article VIII of the NATO SOFA to be members of a civilian component within the meaning of Article I of the NATO SOFA while present in the territory of another Participant for the purposes of the MOU and its PAs. The Agreement on the Status of the North Atlantic Treaty Organization, National Representatives and International Staff of September 20, 1951 applies to claims involving NAPMA and its officials. Claims involving the Australian Participant or the Korean Participant or their personnel (military and civilian) will be dealt with in the same manner as Article VIII of the NATO SOFA. However, claims for loss or damage to National Equipment loaned under this MOU and its PAs will be dealt with in accordance with Section 7 (Equipment) of this MOU.”

6. SECTION 15, COLLOCATED PROJECT PERSONNEL:

- a. Paragraph 15.7 is replaced with the following:

“15.7 For the Participants who are NATO members the NATO SOFA pertaining to rights and privileges of military and civilian personnel of a Participant, other than the NAPMO Participant, the Australian Participant, and the Korean Participant, while in the territory of another Participant will apply to Collocated Project Personnel and their dependents. The Agreement on the Status of the North Atlantic Treaty Organization, National Representatives and International Staff of September 20, 1951 applies, within the context of this MOU, to NAPMA personnel. For the Australian Participant and the Korean Participant, the provisions of existing agreements or arrangements with one or more of the other Participants, pertaining to rights and privileges of military and civilian personnel, will apply in accordance with their terms.”

7. ANNEX A, TITLE PAGE:

- a. Replace the current Title Page with the following:

“PROJECT ARRANGEMENT NO. \_\_\_\_\_

to the

MEMORANDUM OF UNDERSTANDING  
CONCERNING PROJECTS FOR THE AWACS/AEW&C FLEETS  
Dated December 2, 2005, as amended,

Among the following Contributing Participants

*[THE MINISTER OF DEFENCE OF AUSTRALIA]*

*[THE MINISTER OF DEFENSE OF THE FRENCH REPUBLIC]*

*[THE MINISTER OF NATIONAL DEFENSE ON BEHALF OF THE MINISTRY OF NATIONAL  
DEFENSE OF THE REPUBLIC OF KOREA]*

*[THE GENERAL STAFF OF THE REPUBLIC OF TURKEY]*

*[THE SECRETARY OF STATE FOR DEFENCE OF THE UNITED KINGDOM  
OF GREAT BRITAIN AND NORTHERN IRELAND]*

*[THE SECRETARY OF DEFENSE ON BEHALF OF THE DEPARTMENT OF DEFENSE  
OF THE UNITED STATES OF AMERICA]*

*and*

*[THE NATO AEW&C PROGRAMME MANAGEMENT AGENCY GENERAL MANAGER ON  
BEHALF OF THE NATO AEW&C PROGRAMME MANAGEMENT ORGANISATION]*

CONCERNING

*[Title of the Project]*

(Short Title: \_\_\_\_\_ PA *[if desired]*)”

8. ANNEX A, INTRODUCTION:

- a. Replace the Introduction with the following:

**“INTRODUCTION**

This Project Arrangement (PA) hereby establishes the \_\_\_\_\_  
Project in accordance with the MOU among the Minister of Defence of Australia,  
the Minister of Defense of the French Republic, the Minister of National Defense  
on Behalf of the Ministry of National Defense of the Republic of Korea, the  
General Staff of the Republic of Turkey, the Secretary of State for Defence of the

United Kingdom of Great Britain and Northern Ireland, the Secretary of Defense on behalf of the Department of Defense of the United States of America, and the NATO AEW&C Programme Management Agency General Manager on behalf of the NATO AEW&C Programme Management Organisation Concerning Projects for the AWACS/AEW&C Fleets, which entered into effect December 2, 2005, as amended, the terms of which are hereby incorporated by reference. The Contributing Participants to this PA are \_\_\_\_\_.”

9. ANNEX A, SECTION 3, MANAGEMENT:

a. Replace Paragraph 3.1 with the following:

“3.1 The Project Officers:

3.1.1 Australian Contributing Participant:	Title/Position Organization Address
--	---

3.1.2 French Contributing Participant:	Title/Position Organization Address
--	---

3.1.3 ROK Contributing Participant	Title/Position Organization Address
------------------------------------	---

3.1.4 Turkish Contributing Participant:	Title/Position Organization Address
---	---

3.1.5 UK Contributing Participant:	Title/Position Organization Address
------------------------------------	---

3.1.6 U.S. Contributing Participant:	Title/Position Organization Address
--------------------------------------	---

3.1.7 NAPMA for NAPMO Contributing Participant:	Title/Position Organization Address
---	---

[Complete as appropriate]”

10. ANNEX A, SECTION 6, SHARING OF TASKS:

- a. Replace paragraph 6.1 with the following:

“6.1 The sharing of tasks (work share among the Contributing Participants) will be as follows:

6.1.1 The Australian Contributing Participant will

---

6.1.2 The French Contributing Participant will

---

6.1.3 The ROK Contributing Participant will

---

6.1.4 The Turkish Contributing Participant will

---

6.1.5 The UK Contributing Participant will

---

6.1.6 The U.S. Contributing Participant will

---

6.1.7 The NAPMO Contributing Participant will

---

6.1.8 The Australian, French, Korean, Turkish, UK, U.S., and NAPMO Contributing Participants will jointly

---

*[Complete above as appropriate]”*

11. ANNEX A, SECTION 8, FINANCIAL ARRANGEMENTS:

- a. Replace Section 8 with the following:

**“SECTION 8**

**FINANCIAL ARRANGEMENTS**

8.1 The total cost ceiling of the work under this PA is \_\_\_\_\_. For purposes of this Section, the relevant exchange rates are fixed at: \_\_\_\_\_ with a reference date of: \_\_\_\_\_.

8.2 *The Australian Contributing Participant share of the work will not cost more than \_\_\_\_\_ AUD.*

8.3 The French Contributing Participant share of the work will not cost more than \_\_\_\_\_ €.

8.4 The ROK Contributing Participant share of the work will not cost more than \_\_\_\_\_ ₩.

8.5 The Turkish Contributing Participant share of the work will not cost more than \_\_\_\_\_ TL.

8.6 The UK Contributing Participant share of the work will not cost more than \_\_\_\_\_ £.

8.7 The U.S. Contributing Participant share of the work will not cost more than \_\_\_\_\_ \$.

8.8 The NAPMO Contributing Participant share of the work will not cost more than \_\_\_\_\_ €.

8.9 Non-financial contributions are: *[optional]*.

*[Complete as appropriate]*”

12. ANNEX A, SECTION 11, PRINCIPAL ORGANIZATIONS INVOLVED:

- a. Replace Section 11 with the following:

“SECTION 11

**PRINCIPAL ORGANIZATIONS INVOLVED**

*[List government laboratories, research centers, and other organizations for Australian, French, Korean, Turkish, UK, U.S. and NAPMO Participants as 11.1, 11.2, 11.3, etc.]”.*

13. ANNEX A, SIGNATURE PAGE:

- a. Replace the signature blocks with the following:

FOR THE MINISTER OF DEFENCE OF AUSTRALIA		FOR THE GENERAL STAFF OF THE REPUBLIC OF TURKEY
Signature		Signature
Name		Name

Title		Title
Date		Date
Location		Location
FOR THE MINISTER OF DEFENSE OF THE FRENCH REPUBLIC		FOR THE SECRETARY OF STATE FOR DEFENCE OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND
Signature		Signature
Name		Name
Title		Title
Date		Date
Location		Location

FOR THE MINISTER OF NATIONAL DEFENSE ON BEHALF OF THE MINISTRY OF NATIONAL DEFENSE OF THE REPUBLIC OF KOREA		FOR THE SECRETARY OF DEFENSE ON BEHALF OF THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA
Signature		Signature
Name		Name
Title		Title
Date		Date
Location		Location
THE NATO AEW&C PROGRAMME MANAGEMENT AGENCY GENERAL MANAGER ON BEHALF OF THE NATO AEW&C PROGRAMME MANAGEMENT ORGANISATION		

Signature	
Name	
Title	
Date	
Location	

### SECTION 3

#### GENERAL PROVISIONS

1. The Korean Participant will accept all decisions made under the MOU prior to the entry into effect of this Amendment.
2. For the Korean Participant, accession to the MOU by virtue of this Amendment will be effective upon entry into effect of this Amendment.
3. All other provisions of the MOU, not amended by this Amendment, remain applicable and unchanged.

### SECTION 4

#### ENTRY INTO EFFECT

This Amendment, which consists of four (4) Sections, will enter into effect upon the date of last signature of all the Participants. For the Turkish Participant, this Amendment will enter into effect upon the date of completion of its national ratification procedure. The Turkish Participant will notify the other Participants of that date.

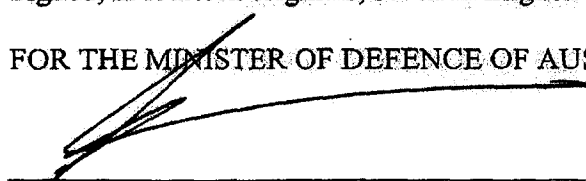
IN WITNESS WHEREOF, the undersigned, being duly authorized have signed this Amendment.



**AMENDMENT TWO TO THE MOU CONCERNING PROJECTS FOR THE  
AWACS/AEW&C FLEETS REGARDING THE ACCESSION OF THE MINISTER  
OF NATIONAL DEFENSE ON BEHALF OF THE MINISTRY OF NATIONAL  
DEFENSE OF THE REPUBLIC OF KOREA**

Signed, in fourteen originals, seven in English and seven in French, each being equally valid.

FOR THE MINISTER OF DEFENCE OF AUSTRALIA



---

Signature

COLIN THORNE

---

Name

AIR VICE-MARSHAL, HEAD AEROSPACE SYSTEMS DIVISION,  
DEFENCE MATERIEL ORGANISATION

---

Title

30 JULY 2013

---

Date

CANBERRA, ACT, AUSTRALIA

---

Location

**AMENDMENT TWO TO THE MOU CONCERNING PROJECTS FOR THE  
AWACS/AEW&C FLEETS REGARDING THE ACCESSION OF THE MINISTER OF  
NATIONAL DEFENSE ON BEHALF OF THE MINISTRY OF NATIONAL DEFENSE  
OF THE REPUBLIC OF KOREA**

Signed, in fourteen originals, seven in English and seven in French, each being equally valid.

FOR THE MINISTER OF DEFENSE OF THE FRENCH REPUBLIC

Signature



Laurent Collet-Billon

Name

le Délégué Général pour l'Armement

Title

14 MARS 2014

Date

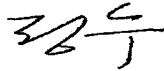
**Bagnaux**

Location

**AMENDMENT TWO TO THE MOU CONCERNING PROJECTS FOR THE  
AWACS/AEW&C FLEETS REGARDING THE ACCESSION OF THE MINISTER OF  
NATIONAL DEFENSE ON BEHALF OF THE MINISTRY OF NATIONAL DEFENSE  
OF THE REPUBLIC OF KOREA**

Signed, in fourteen originals, seven in English and seven in French, each being equally valid.

FOR THE MINISTER OF NATIONAL DEFENSE ON BEHALF OF THE MINISTRY OF  
NATIONAL DEFENSE OF THE REPUBLIC OF KOREA



Signature

Jung, Soo

Name

Brigadier General, Director General, Dept. of Command & Reconnaissance

Title

20 March 2013

Date

Defense Acquisition Program Administration (DAPA), Seoul, Republic of Korea

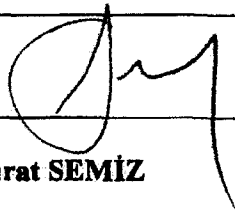
Location

**AMENDMENT TWO TO THE MOU CONCERNING PROJECTS FOR THE  
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NATIONAL DEFENSE ON BEHALF OF THE MINISTRY OF NATIONAL DEFENSE  
OF THE REPUBLIC OF KOREA**

Signed, in fourteen originals, seven in English and seven in French, each being equally valid.

FOR THE GENERAL STAFF OF THE REPUBLIC OF TURKEY

Signature



Name

**Suat Murat SEMİZ**

Brigadier General

Project Management Department, Chief

Title

Date

**November 2013**

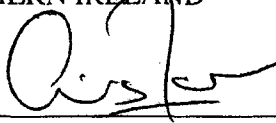
Location

**ANKARA**

**AMENDMENT TWO TO THE MOU CONCERNING PROJECTS FOR THE  
AWACS/AEW&C FLEETS REGARDING THE ACCESSION OF THE MINISTER OF  
NATIONAL DEFENSE ON BEHALF OF THE MINISTRY OF NATIONAL DEFENSE  
OF THE REPUBLIC OF KOREA**

Signed, in fourteen originals, seven in English and seven in French, each being equally valid.

FOR THE SECRETARY OF STATE FOR DEFENCE OF THE UNITED KINGDOM OF  
GREAT BRITAIN AND NORTHERN IRELAND



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Christopher Jones

\_\_\_\_\_  
Name

\_\_\_\_\_  
Air Commodore, Royal Air Force

\_\_\_\_\_  
Title

\_\_\_\_\_  
15 April 2013

\_\_\_\_\_  
Date

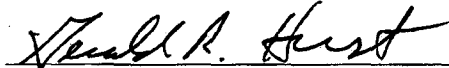
\_\_\_\_\_  
Capability C4ISR, MOD Main Building, London

\_\_\_\_\_  
Location

**AMENDMENT TWO TO THE MOU CONCERNING PROJECTS FOR THE  
AWACS/AEW&C FLEETS REGARDING THE ACCESSION OF THE MINISTER OF  
NATIONAL DEFENSE ON BEHALF OF THE MINISTRY OF NATIONAL DEFENSE  
OF THE REPUBLIC OF KOREA**

Signed, in fourteen originals, seven in English and seven in French, each being equally valid.

FOR THE SECRETARY OF DEFENSE ON BEHALF OF THE DEPARTMENT OF  
DEFENSE OF THE UNITED STATES OF AMERICA



Signature

GERALD R. HUST

Name

Director of Policy, International Affairs

Title

07 FEB 1998

Date

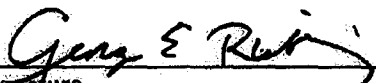
Washington, DC

Location

**AMENDMENT TWO TO THE MOU CONCERNING PROJECTS FOR THE  
AWACS/AEW&C FLEETS REGARDING THE ACCESSION OF THE MINISTER OF  
NATIONAL DEFENSE ON BEHALF OF THE MINISTRY OF NATIONAL DEFENSE  
OF THE REPUBLIC OF KOREA**

Signed, in fourteen originals, seven in English and seven in French, each being equally valid.

THE NATO AEW&C PROGRAMME MANAGEMENT AGENCY GENERAL MANAGER  
ON BEHALF OF THE NATO AEW&C PROGRAMME MANAGEMENT ORGANISATION

  
\_\_\_\_\_  
Signature  
George E. Riebling

\_\_\_\_\_  
Name  
Acting NAPMA General Manager

\_\_\_\_\_  
Title  
8 March 2013

\_\_\_\_\_  
Date  
Brunssum, The Netherlands

\_\_\_\_\_  
Location